# Debtors' Exhibit 1

# STATE OF NORTH CAROLINA

In The General Court Of Justice

Hoke County

## CERTIFICATE OF TRUE COPY

# OFFICE OF THE CLERK OF THE SUPERIOR COURT

As a Clerk of the Superior Court of this County, State of North Carolina, I certify that the attached copies of the documents described below are true and accurate copies of the originals now on file in this office.

Number And Description Of Attached Documents:

18CVS239 Jannetta Jordan v Lent Carr 4/18/2018-4/22/2020



Witness my hand and the seal of the Superior Court

06/04/2020 Clerk Of Superior Court Evelyn M. McLeod Name Of Undersigned Clerk (type or print) Kristina Black Signature

■ Deputy CSC Assistant CSC Clerk Of Superior Court

Case 18-80386 Doc 12509 Filed 06/09/20 Page 3 of 220

STATE OF NO	RTH CARGLIN	A	•		18CVS00239	
НОКЕ	Count	ty	In T ☐ Small Claims	he General C	Court Of Justice	Divisior
Name Of Plaintiff JANNETTA JORĐAN		*	NOTICE O	TALL LOVE	ARY DISMISSAL	
ANNETTA JORDAN			MOTICE OF		ART DISMISSAL	V
Name Of Defendant	VERSUS			TERCLAIM	T	
LENT CARR			☐ OTHE	₹		——
Complete the following inf	ormation if known:				G.S. 1A-1	, RUIG 41
Court Date	Time	AM Location				
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Delta :			Defendant Or Attorney		v.	
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B:



Erich M. Fabricius Stephanie L. Fabricius

tel 919-295-6001

fax 919-890-3833

office 106 North First Avenue Suite D Knightdale NC

mail P.O. Box 1230 Knightdale NC 27545-1230

## Erich M. Fabricius

Attorney-at-Law

emf@fabriciuslaw.com

April 20, 2020

Hoke County Clerk of Superior Court PO Drawer 1569 Raeford, NC 28376

Re: Jannetta Jordan v. Lent Carr, 18 CVS 239

Dear Sir or Madam:

I am in receipt of the enclosed voluntary dismissal in the abovereferenced case. However, this notice does not appear to bear a file stamp. Could your office verify that this noticed has been previously filed, and provide a copy of the file-stamped document?

Alternatively, if the document has not been filed, please file one of the enclosed copies. I have also included a return envelope for your convenience.

Should you require anything of us, please do not hesitate to contact us.

Sincerely,

Erich M. Fabricius

Enclosure

FILEU

APR 22 A II: 30

KE COUNTY, C.S.C.

SO ORDERED.

SIGNED this 1st day of November, 2019.



LENA MANSORI JAMES
UNITED STATES BANKRUPTCY JUDGE

HOKE GOTH, 7, 3,8,6

# FOR THE MIDDLE DISTRICT OF NORTH CAROLINA DURHAM DIVISION

IN RE:	)	
Lent C. Carr, II and	)	Case No. 18-80386
Deltarina V. Carr,	(	Chapter 13
Debtors.	ý	Chapter 15
	)	

### ORDER

# DENYING CREDITOR'S MOTION TO RECONSIDER ORDER DISALLOWING CLAIM

THIS MATTER came before the Court on *pro se* creditor Jannetta Jordan's (the "Creditor") filing of a document captioned as Petition for Relief of Disallowed Judgment (Docket No. 78, the "Motion"), which the Court interprets as a motion to reconsider its Order Sustaining Objection to Claim entered on October 26, 2018 (Docket No. 52, the "Order"). The Debtors filed a response on October 23, 2019, objecting to the relief sought by the Creditor (Docket No. 94). The Court held a hearing on the Creditor's Motion on October 29, 2019, at which Eric Fabricius, Esq., appeared on behalf of the Debtors, and Benjamin Lovell, Esq., appeared on behalf of the Chapter 13 Trustee. The Creditor did not appear at the hearing and provided no advanced notice to the Court or counsel of her inability to attend.

In the Motion, the Creditor seeks to vacate the Order, in which the Court sustained the Debtors' objection and disallowed the Creditor's bankruptcy claim (claim # 5) in the amount of \$250,000. The Court entered the Order after the Creditor failed to file a response to the Debtors' objection and did not appear at the hearing on the objection. The Court found the Creditor was properly noticed at the

address provided in her proof of claim, and the Creditor continues to cite this address as her current address (Docket No. 78).

In the Motion, the Creditor described the circumstances behind the filing of her claim in this bankruptcy case (claim # 5), specifically alleging the Debtors misrepresented themselves and unlawfully obtained title to the Creditor's properties. Nowhere in the Motion, however, does the Creditor contend she received insufficient notice of the Debtors' objection to claim. The Creditor similarly fails to cite a mistake, newly discovered evidence, or any other grounds for relief under Bankruptcy Rule 9024 that would justify vacating the Order.

Federal Rule of Bankruptcy Procedure 9024, which incorporates Federal Rule of Civil Procedure 60, sets forth the grounds for relief from a judgment or order:

- 1. mistake, inadvertence, surprise, or excusable neglect;
- 2. newly discovered evidence that, with reasonable diligence, could not have been discovered in time to move for a new trial under Rule 59(b);
- 3. fraud (whether previously called intrinsic or extrinsic), misrepresentation, or misconduct by an opposing party;
- 4. the judgment is void;
- 5. the judgment has been satisfied, released, or discharged; it is based on an earlier judgment that has been reversed or vacated; or applying it prospectively is no longer equitable; or
- 6. any other reason that justifies relief.

# Fed. R. Civ. P. 60(b).

In order to obtain relief under Rule 60(b)(6) there must be a showing of extraordinary circumstances justifying relief and the movant must not have contributed to the situation from which relief is sought. *In re Clayton*, No. 02-82063C-13D, 2003 WL 22014579, at \*3 (Bankr. M.D.N.C. Aug. 19, 2003) (citation omitted). As the Creditor cited no basis for relief in the Motion, and failed to appear at the hearing, the Court finds no possible grounds for reconsideration of the Order.

For the reasons stated herein, IT IS HEREBY ORDERED that Creditor Jannetta Jordan's motion to reconsider the Court's October 26, 2018 order disallowing her bankruptcy claim is denied in its entirety.

#### END OF DOCUMENT

### PARTIES TO BE SERVED

Lent and Deltarina Carr 18-80386 C-13

Lent Christopher Carr, II Deltarina V. Carr 3300 Laurinburg Rd. Raeford, NC 28376

Erich M. Fabricius Fabricius & Fabricius, PLLC P.O. Box 1230 Knightdale, NC 27545-1230

Richard Hutson, II Chapter 13 Office 3518 Westgate Drive Suite 400 Durham, NC 27707

Jannetta Jordan 4160 Laurinburg Rd. Raeford, NC 28376-7250 SO ORDERED.

SIGNED this 18th day of November, 2019.

LENA MANSORI JAMES
UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF NORTH CAROLINA DURHAM DIVISION

IN RE:	)	
	)	
Lent C. Carr, II and	)	Case No. 18-80386
Deltarina V. Carr,	)	Chapter 13
Debtors.	)	•
	ý	

# ORDER GRANTING DEBTORS' MOTION TO ENFORCE AUTOMATIC STAY

THIS MATTER came before the Court on Lent and Deltarina Carr's (collectively, the "Debtors") motion to enforce the automatic stay (Docket No. 91, the "Motion"), filed on October 14, 2019. The Court scheduled the Debtors' Motion for hearing on October 29, 2019, at which Erich Fabricius, Esq., appeared on behalf of the Debtors, and Benjamin Lovell, Esq., appeared on behalf of the Chapter 13 Trustee. The Creditor did not file a response to the Debtors' Motion and did not appear at the scheduled hearing.

In the Motion, the Debtors report that Jannetta Jordan (the "Creditor") filed a state-court complaint on April 4, 2018, which was 15 days after the Debtors filed this chapter 13 case on March 20, 2018. See Jannetta Jordan v. Lent Carr, No. 18 CVS 239 (N.C. Super. Apr. 4, 2018). The Creditor's state-court complaint alleges the Debtors misrepresented themselves and unlawfully obtained title to certain real property. Also on April 4, 2018, in connection with the complaint, the Creditor filed a notice of lis pendens, giving potential purchasers of those properties notice of the

pending suit. The Debtors argue the Creditor took these actions in direct violation of the automatic stay and request the Court enter an order either declaring the lis pendens void *ab initio* or requiring the Creditor to cancel the lis pendens.

At the hearing, the Debtors provided time-stamped copies of the state-court complaint (Ex. 1), and the notice of lis pendens (Ex. 2), both of which reflect a filing date of April 4, 2018. Debtor Lent Carr testified regarding the Creditor's filing of the state-court complaint and the shadow the existing lis pendens presently casts over potential sales of estate property (audio available at Docket No. 95). Carr indicated that the sale approved by the Court on July 5, 2019 (Docket No. 77) had fallen through, in part, because of the Creditor's alleged communications and "threats" to the potential buyer.

The Debtors request only that the Court declare the lis pendens void ab initio or, in the alternative, issue an order requiring the Creditor to cancel the lis pendens by a date certain (Docket No. 91). Although the Debtors did not specifically request a finding that the Creditor's filing of the complaint was violation of the stay, the Court has the power to raise the issue sua sponte without a motion from a party in interest. In re Jorge, 568 B.R. 25, 37 (Bankr. N.D. Ohio 2017); see also Walker v. Got'cha Towing & Recovery, LLC (In re Walker), 551 B.R. 679, 692–93 (Bankr. M.D. Ga. 2016); 222 Liberty Assoc. v. Prescott Forbes Real Estate Corp. (In re 222 Liberty Assoc.), 110 B.R. 196, 200 (Bankr. E.D. Pa. 1990) (collecting cases).

The Motion and exhibits demonstrate clearly that the Creditor filed her complaint and the accompanying lis pendens after the Debtors filed for bankruptcy relief, and the Creditor does not contest that fact. As such, the Court finds the Creditor's state-court filings to be violations of the automatic stay provided in 11 U.S.C. § 362(a)(1). The "automatic stay represents one of the fundamental debtor

While the Fourth Circuit has previously held a creditor's amendment to an existing lis pendens filed before a debtor's bankruptcy, is not a violation of the automatic stay, see In re Knightsbridge Dev. Co., 884 F.2d 145, 148 (4th Cir. 1989), the Creditor here filed both her complaint and the lis pendens after the Debtors' chapter 13 bankruptcy filing. As such, this case more closely aligns with In re Byrd, in which the bankruptcy court held the creditors violated the automatic stay through their post-petition filing of a state-court complaint and request to impose a constructive trust, which the court analogized to a notice of lis pendens. In re Byrd, No. 04-35620, 2007 WL 1485441 (Bankr. D. Md. May 18, 2007), aff d sub nom Byrd v. Hoffman, 417 B.R. 320 (D. Md. 2008), aff d 331 Fed. Appx. 212 (4th Cir. 2009).

protections provided by the bankruptcy laws." United States v. Gold (In re Avis), 178 F.3d 718, 721 (4th Cir. 1999) (quoting Midlantic Nat'l Bank v N.J. Dep't of Envtl. Prot., 474 U.S. 494, 503 (1986)). While the Fourth Circuit has not directly answered the question of whether actions in violation of an automatic stay are void or merely voidable, see Winters v. George Mason Bank, 94 F.3d 130, 136 (4th Cir. 1996) (noting the circuit split on the question but declining to address it), the leading bankruptcy treatise, 3 COLLIER ON BANKRUPTCY § 362.12 (16th ed. 2019) (noting that "[m]ost courts have held that actions taken in violation of the stay are void and without effect"), as well as a majority of the bankruptcy courts within this Circuit to have considered the question, have concluded that actions in violation of the automatic stay are void, rather than voidable.<sup>2</sup>

While the Court does not, as part of this Order, address the alleged communications between the Creditor and the potential purchaser of the Debtors' property, the Creditor is hereby on notice that any future attempts to interfere with prospective sales, or further violations of the automatic stay more broadly, are likely to warrant sanctions.<sup>3</sup>

For the reasons stated herein, IT IS HEREBY ORDERED that Creditor Jannetta Jordan's state-court complaint is void *ab initio* as a violation of 11 U.S.C. § 362(a) and Ms. Jordan is directed to take all action necessary to promptly dismiss

<sup>&</sup>lt;sup>2</sup> See, e.g., Valenti v. JP Morgan Chase Bank, N.A. (In re Valenti), No. 13-01350, 2014 WL 4980039, at \*3 (Bankr. E.D.N.C. Oct. 6, 2014) (finding "overwhelming precedent" that an act taken in violation of the automatic stay is void, rather than voidable); In re NCVAMD, Inc., No. 10-03098-8, 2013 WL 6860816, at \*3 (Bankr. E.D.N.C. Dec. 31, 2013) (finding government agency's commencement of a condemnation action void ab initio); Weatherford v. Timmark (In re Weatherford), 413 B.R. 273, 283 (Bankr. D.S.C. 2009) (noting that, while the Fourth Circuit has not ruled on the issue, courts in the district "have consistently held that actions taken in violation of the automatic stay are void ab initio and thus not legally effective."); Lykins v. Bottalico (In re Lykins), No. 92-14689-RGM, 2006 Bankr. LEXIS 2817, at \*\*6-8 (Bankr. E.D. Va. Jan. 30, 2006) (declining to resolve the question, but proceeding to retroactively annul the automatic stay to address a state-court complaint that had been rendered void ab initio); McGuffin v. Barman (In re BHB Enters., LLC), No. 97-80201, 1997 WL 33344249, at \*4 (Bankr. D.S.C. Aug. 27, 1997) (holding the filing of a state court complaint and entry of a state-court order "were done in violation of the automatic stay and are therefore void and without effect."); but see Khozai v. Resolution Trust Corp., 177 B.R. 524, 526-27 (E.D. Va. 1995) (finding persuasive those cases concluding acts taken in violation of the stay are voidable). <sup>3</sup> To date, the Debtors have adopted an inexplicably laissez-faire approach to the Creditor's actions, declining to request compensation for damages or sanctions.

the state-court action pending in the Superior Court for Hoke County, North Carolina. Jannetta Jordan v. Lent Carr, No. 18 CVS 239 (N.C. Super. Apr. 4, 2018).

IT IS FURTHER ORDERED that the notice of lis pendens filed by Jannetta Jordan against the Debtors' property is void and of no effect.

END OF DOCUMENT

#### PARTIES TO BE SERVED

Lent and Deltarina Carr 18-80386 C-13

Lent Christopher Carr, II Deltarina V. Carr 3300 Laurinburg Rd. Raeford, NC 28376

Erich M. Fabricius Fabricius & Fabricius, PLLC P.O. Box 1230 Knightdale, NC 27545-1230

Richard Hutson, II Chapter 13 Office 3518 Westgate Drive Suite 400 Durham, NC 27707

Jannetta Jordan 4160 Laurinburg Rd. Raeford, NC 28376-7250

William P. Miller 101 South Edgeworth St. Greensboro, NC 27401

#### SO ORDERED.



SIGNED this 5th day of July, 2019.

LENA MANSORI JAMES UNITED STATES BANKRUPTCY JUDGE 2019 JUL -8 A 10: 49	
HOKE COUNTY, C.S.C.	
BY	

# UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF NORTH CAROLINA DURHAM DIVISION

In re:	)	
Lent Christopher Carr II	)	Case No. 18-80386
and Deltarina V. Carr,	)	
	)	Chapter 13
Debtors.	)	
	)	

# ORDER AUTHORIZING PRIVATE SALE OF DEBTOR'S REAL PROPERTY AND TRANSFER OF LIENS OR INTERESTS TO PROCEEDS

THIS MATTER came before the court for hearing on June 20, 2019 upon the Motion by the Debtors to sell their residential real property at 3300 Laurinburg Road, Raeford, NC (the "real property") and transfer of any liens or interests in the real property to the proceeds under 11 U.S.C. § 363(f). At the hearing, Erich Fabricius, Esq. appeared on behalf of the Debtors; Benjamin E. Lovell, Esq. appeared on behalf of the standing Trustee; Jannetta Jordan appeared *pro se*; and the Debtors appeared. The court, after considering the record, statements of counsel, and testimony of Mr. Carr, finds and orders as follows:

1. The Debtors filed a petition for relief under chapter 13 of the Bankruptcy Code on March 20, 2018.

- 2. On April 4, 2018, Janetta Jordan filed a complaint for money owed against Lent Christopher Carr (18 CVS 239) along with a notice of lis pendens in Hoke County, North Carolina.
- 3. Ms. Jordan filed a proof of claim in this case on May 13, 2018 asserting a claim in the amount of \$255,000.00.
- 4. The Debtors filed an objection to Ms. Jordan's claim, and on October 26, 2018, this court entered an order disallowing the claim.
- 5. The Debtors now seek permission to sell the real property to Thomas Jerome Marshall (the Purchaser) for a purchase price of \$568,000.00. At the hearing, Mr. Carr presented testimony that established that the purchase price is fair and reasonable.
- 6. In response to the Debtors' Motion, Ms. Jordan filed a motion for limited stay of the sale. At the hearing, Ms. Jordan's primary concern appeared to be whether the Purchaser had sufficient funds to purchase the real property. Certainly, if the Purchaser is unable to pay the contract price of \$568,000.00 on the closing date, then the sale of the real property will not occur. This order does not authorize the Debtors to transfer the real property to the Purchaser absent payment of the contract price in full. Therefore, Ms. Jordan's request that the sale be stayed is denied.
- 7. Under 11 U.S.C. § 363(f)(4) the court may authorize the sale of real property free and clear of any interest if such interest is in bona fide dispute.
- 8. The court finds that any interest that Ms. Jordon might assert in the real property is in bona fide dispute such that the court may authorize the sale with the transfer of any asserted interest to the proceeds of the sale.
- 9. Therefore, the Debtors' Motion to sell the real property to Thomas Jerome Marshall for \$568,000.00 is granted. Nevertheless, the court does not approve the terms and conditions of the purchase contract other than to generally authorize the sale of the real property for a purchase price of \$568,000.00.
- 10. All liens (excluding pre-petition and post-petition ad valorem taxes) and interests in the real property, other than the estate, are transferred to the sale proceeds.

- 11. The Debtors are authorized to execute any and all documents necessary to consummate the transfer and pay ad valorem taxes (pre-petition and post-petition) and other customary selling expenses from the sales proceeds.
- 12. The closing agent or attorney shall remit any remaining net proceeds (the "net proceeds") to the Chapter 13 Trustee. The closing agent shall also send a copy of the final signed HUD settlement statement or other settlement statement together with the net proceeds directed to be paid to the Trustee hereunder, to the Chapter 13 Office, attn.: Lindsay A. Autry, 3518 Westgate Drive, Suite 400, Durham, NC 27707.
- 13. The stay under Rule 6004(h) of the Federal Rules of Bankruptcy Procedure is not applicable to the provisions of the order.
- 14. Erich Fabricius, Esq. is allowed the presumptive fee of \$350.00 for services rendered in the filing of this Motion which shall be paid through the Debtors' plan.

**END OF DOCUMENT** 

# PARTIES TO BE SERVED

Lent C. Carr, III Deltarina V. Carr Debtors

Erich Fabricius Attorney for Debtors

Richard M. Hutson, Il Trustee

Jannetta Jordan 4160 Laurinburg Road Raeford, NC 28376

William Miller US Bankruptcy Administrator

# Case 18-80386 Doc 125 Filed 06/08/20 Page 17 of 220 Case 16 7386 Doc 52 Filed 10/26/18 Par 1 of 2

SO ORDERED.

SIGNED this 26th day of October, 2018.



LENA MANSORI JAMES UNITED STATES BANKRUPTCY JUDGE
LENA MANSORI JAMES
UNITED STATES BÄNKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF NORTH CAROLINA DURHAM DIVISION

IN THE MATTER OF:	)	No. B-18-80386 C-13D
Lent Christopher Carr II	)	
Deltarina V. Carr	)	
	)	
Debtors	)	

#### ORDER SUSTAINING DEBTORS' OBJECTION TO CLAIM

On October 18, 2018, a hearing was held on the Debtors' Objection to the claim of Jannetta Jordan (Claim No. 5) in the amount of \$255,000.00. At the hearing, Erich Fabricius, Esq. appeared on behalf of the Debtors and Benjamin E. Lovell, Esq., appeared on behalf of the Standing Trustee, and no other party appeared. The Court, after considering the Objection in this matter and having heard and considered the statements of counsel and the attorney for the Trustee, finds that the claimant, Jannetta Jordan, after proper notice has failed to respond or appear at the hearing and the Objection should be sustained; therefore, it is

ORDERED that the Debtors' Objection to the claim of Jannetta Jordan (Claim No. 5) is sustained and the claim in the amount of \$255,000.00 is disallowed.

END OF DOCUMENT

Ref. 18 CVS 000239

# Case 18-80386 Doc 125 Filed 06/08/20 Page 18 of 220

Case 11 3386 Doc 52 Filed 10/26/18 Pa 2 of 2

# PARTIES TO BE SERVED Page 1 of 1 B-18-80386 C-13D

Erich Fabricius, Esq.

CM/ECF electronic mail

Attorney for Debtors

Richard M. Hutson II, Esq.

Standing Trustee

CM/ECF electronic mail

William P. Miller, Esq.

U.S. Bankruptcy Administrator

CM/ECF electronic mail

Jannetta Jordan 4160 Laurinburg Road Raeford, NC 28376 SO ORDERED.

# SIGNED this 5th day of October, 2018.



Line Mansoni bornes
LENA MANSORI JAMES
UNITED STATES BANKRUPTCY JUDGE

1007 29 PN 3:20	MIDDLE DISTRI		UPTCY COURT RTH CAROLINA SION
IN RE:		)	Case No. 18-80386
LENT CHRISTOP DELTARINA V. C		) ) )	Chapter 13

### ORDER CONTINUING HEARING

This matter comes before the Court on the motion of the Debtors to continue the hearing on the Debtors' objection to the claim of Jannetta Jordan. Ms. Jordan contacted counsel for the Debtors and the Trustee and indicated that she was unavailable for the hearing due to the funeral of a brother. Based on the parties consent, the Court finds the motion should be allowed.

**THEREFORE, IT IS ORDERED** that hearing on the Debtors' Objection to the Claim of Jannetta Jordan and the hearing on Confirmation of the Plan is continued to October 18, 2018, at 9:30 AM in Courtroom, Venable Center, Dibrell Building, 302 East Pettigrew Street, Suite C280, Durham, NC.

END OF DOCUMENT

Rd: 18 CVS 000239

- <sup>UU 29</sup> MIDDL <del>E</del> DISTR	ES BANKR ICT OF NO THAM DIVI	UPTCY COURT RTH CAROLINA SION
IN RE: AND	)	Case No. 18-80386
LENT CHRISTOPHER CARR, II DELTARINA V. CARR	) )	Chapter 13
Debtor.	)	

### VERIFIED OBJECTION BY DEBTOR TO CLAIM #5 OF JANNETTA JORDAN

NOW COME the Debtors, pursuant to 11 U.S.C. § 502 and Rule 3007 of the Federal Rules of Bankruptcy Procedure, and object to Proof of Claim #5, filed by Jannetta Jordan in the amount of \$255,000.00. In support thereof, the Debtors show as follows:

- 1. The Debtors filed this chapter 13 case on March 20, 2018, and a plan has not been confirmed.
- 2. On May 13, 2018, Jannetta Jordan filed a claim #5 in this case in the unsecured amount of \$255,000.00, the aggregate of a \$250,000.00 claim on "cost of real property" and a \$55,000.00 claim on "personal property (Goods sold)."
- 3. Upon information and belief, the amounts claimed are based on an asserted implied contract or contract sounding in quantum merit.
- 4. As there is no writing attached to the Proof of Claim as required by Bankruptcy Rule 3001(c)(1) for claims based on writings, it is reasonable to infer that the claim is not based on a written agreement.
- 5. The claim for \$250,000.00 is inconsistent with the terms of an express agreement between the parties, attached hereto as Exhibit A. This agreement concerning the property at 3300 Laurinburg Rd, Raeford, NC 28736 documents that was no promise of future payment contemplated by the parties at time of conveyance.
- 6. Similarly, the claim for \$5,000.00 is associated with personal property that was gifted and conveyed as part of the transaction documented in Exhibit, and no money is presently owed.

Ref: 18 CVS 00239

WHEREFORE, the Debtors respectfully requests that the Court enter an order:

- 1. Disallowing in its entirety Claim =5 of Jannetta Jordan in the amount of \$255,000.00; and
  - 2. Providing such other relief as the Court deems just and proper.

I, Lent Christopher Carr, II, declare ur	nder penalty of perjury that the	facts recited in the
foregoing objection are true and correct	t to the best of my knowledge,	information, and belief
18th	/	

This the \_\_\_ day of August, 2018.

Lent Christopher Carr, II

Respectfully submitted, this the \_\_\_ day of August, 2018.

/s/ Erich M. Fabricius

Erich M. Fabricius, NC State Bar No. 39667 Attorney for the Debtors Fabricius & Fabricius PLLC

P.O. Box 1230, Knightdale, NC 27545-1230 Telephone: 919-295-6001 Fax: 919-890-3833

Email: emf@tabriciuslaw.com

STATE OF NORTH CAROLINA COUNTY OF <u>HOKE</u>	FILED 18 AUG 24 PK 3: 00	IN THE GENERAL COURT OF JUSTICE DISTRICT COURT DIVISION 18-CVS-000239
JANNETTA JORDAN, Plaintiff	FM	AFFADAVIT OF RETURN OF SERVICE BY CERTIFIED MAIL
v.		DI CERTIFIED WAIL
LENT CARR II, Defendant		
I, <u>Jannetta Jordan</u> , the Plaintif and certify that:	f in this action for subpoena	being first duly sworn, depose, say
mailed via certified mail, return 2. 1, <u>Jannetta Jordan</u> , served t	rn receipt requested, to Wak this subpoena by certified ma	is deposited in the U.S. Mail and se County Sheriff's Department. ail and U.S. Postage paid mail. Sheriff's Department per attached
		Garrette Freder Plaintiff's SIGNATURE
	<u>416</u>	Plaintiff's SIGNATURE D Laurinburg Road, Raeford, NC 28376 Plaintiff's mailing address
Hoke County, Nort	th Carolina	
Sworn to (or affirmed) and ascribed this date by JANNETTA JORON		
Date: 8/24/2018		
(official seal)	Official Signature of Notary  Odell L. Hore . T	
THAMMINION TO AND THE PARTY OF	Notary's Printed or typed nan	
OUBLIC PUBLIC	My commission expires: _	05/13/2023
To recount the		

OFMINED	COMPL	TE THIS !	RECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.
- 1. Article Addressed to:

Water Country Sheriff's Dept. 330 S. Saisbury Street Raleigh, NC 27601



9590 9402 3686 7335 1355 23

2 Article Number (Transfer from service label)

7018 0680 0001 5579 3190

PS Form 3811, July 2015 PSN 7530-02-000-9053

# COMPLETE THIS SECTION ON DELIVERY

A. Signatural alfill A. Thomas

☐ Agent ☐ Addressee

C. Date of Delivery

If YES, enter delivery address below:

□ No

3. Service Type - 21

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
  ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
  ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
  ☐ Insured Mail Restricted Delivery
  (over \$500)

- ☐ Priority Mail Express®
  ☐ Registered Mail™
  ☐ Registered Mail Restricted Delivery
  ☐ Return Receipt for Merchandise
  ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt :



# Case 18-80386 Doc 125 Filed 06/08/20 Page 24 of 220

STATE OF NORTH CARULINA		No.	8CVS000239
HOKE County	2 -		ral Court Of Justice Superior Court Division
JANNETTA JORDAN	Additional File Numbers	1	
VERSUS			
LENT CHRISTOPHER CARR 87		SUBPOE	NA
	The second second second second second	G.S. 1A-1, Rule	45; 8-59, -61, -63; 15A-801, -80;
Party Requesting Subpoena  NOTE TO PARTIES NOT REPRESENT signed and issued by the office of the C		bpoenas may be produ	ced at your request, but must be
Name And Address Of Person Subpoenaed WAKE COUNTY SHERIFF'S DEPARTMENT 330 S. SALISBURY STREET RALEIGH, NC 27602	Alternate Address		
Telephone No.	Telephone No.		· · · · · · · · · · · · · · · · · · ·
919-856-6900 YOU ARE COMMANDED TO: (check all that apply)			
See attached list. (List here if space sufficient)  All Recorded telephone conversations of former Wake Cour was an inmate from 11/23/2015-12/12/2017. Information w upon availability. Telephone records are requested together the copies are true and correct copies and that the records we Jannetta Jordan at (910) 583-0399 when information is read days of receipt of this subpoena.	ill be picked up dired with an affidavit by ere made and kept in	ctly from the Wake C the Wake County Sh the regular course of	County Sheriff's Department eriff's Office testifying that business. Please contact
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Wake County Sheriff's Department	9/12/2018		
330 S. Salisbury St.	Time To Appear/Produc	e, Until Released	Дам Прм
Raleigh, NC 27602	9:00 Date	-1-1-	
Name And Address Of Applicant Or Applicant's Attorney Jannetta Jordan 4160 Laurinburg Road	signature Wilheld	8/13/18	7
Raeford, NC 28376	Deputy CSC	Assistant CSC	Clerk Of Superior Court
Telephone No. Of Applicant Or Applicant's Attorney	- Magistrate	Attomey/DA	District Court Judge
910-583-0399			Superior Court Judge
RETURN	OF SERVICE		
<ul> <li>☐ telephone communication by Sheriff (use only for a witness s</li> <li>☐ telephone communication by local law enforcement agence</li> <li>NOTE TO COURT: If the witness was served by telephone concount may not issue a show cause order or order for arrest against subpoena.</li> <li>☐ I was unable to serve this subpoena. Reason unable to se</li> </ul>	rtified mail, receipt re ubpoenaed to appear a y (use only for a witnes nmunication from a loca t the witness until the w	s subpoenaed to appea I law enforcement agen	r and testify in a criminal case). cy in a criminal case, the
Service Fee Paid Date Served Name Of Authorized Server (type or p		Authorized Server	Title/Agency
NOTE TO PERSON REQUESTING SUBPOENA: A copy of this subpoena if a party is not represented by an attorney, the copy must be mailed or deliv			

AOC-G-100, Rev. 2/18

(Please see reverse side)

# Case 18-80386 Doc 125 Filed 06/08/20 Page 25 of 220

STATE OF NORTH	CARULINA			√a. 18	CVS000239
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JANNETTA JORDAN	1040313 8	Additional	File Numbers	(C)	
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91 YOU ARE COMMANDED TO:	9-856-6900			_	
the copies are true and c Jannetta Jordan at (910) days of receipt of this su	_	rds were made a s ready to be rel	and kept in eased. Infor	the regular course of mation requested is	business. Please contact
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NOTE TO PERSON REQUESTING If a party is not represented by an a					

AOC-G-100, Rev. 2/18 © 2018 Administrative Office of the Courts NOTE: Rule 45, North Carolina Rules of C

Procedure, Subsections (c) and (d).

#### (c) Protection of Persons Subject to Subpoena

- (1) <u>Avoid undue burden or expense</u>. A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing an undue burden or expense on a person subject to the subpoena. The court shall enforce this subdivision and impose upon the party or attorney in violation of this requirement an appropriate sanction that may include compensating the person unduly burdened for lost earnings and for reasonable attorney's fees.
- (2) For production of public records or hospital medical records. Where the subpoena commands any custodian of public records or any custodian of hospital medical records, as defined in G.S. 8-44.1, to appear for the sole purpose of producing certain records in the custodian's custody, the custodian subpoenaed may, in lieu of personal appearance, tender to the court in which the action is pending by registered or certified mail or by personal delivery, on or before the time specified in the subpoena, certified copies of the records requested together with a copy of the subpoena and an affidavit by the custodian testifying that the copies are true and correct copies and that the records were made and kept in the regular course of business, or if no such records are in the custodian's custody, an affidavit to that effect. When the copies of records are personally delivered under this subdivision, a receipt shall be obtained from the person receiving the records. Any original or certified copy of records or an affidavit delivered according to the provisions of this subdivision, unless otherwise objectionable, shall be admissible in any action or proceeding without further certification or authentication. Copies of hospital medical records tendered under this subdivision shall not be open to inspection or copied by any person, except to the parties to the case or proceedings and their attorneys in depositions, until ordered published by the judge at the time of the hearing or trial. Nothing contained herein shall be construed to waive the physician-patient privilege or to require any privileged communication under law to be disclosed.
- (3) Written objection to subpoenas. Subject to subsection (d) of this rule, a person commanded to appear at a deposition or to produce and permit the inspection and copying of records, books, papers, documents, electronically stored information, or tangible things may, within 10 days after service of the subpoena or before the time specified for compliance if the time is less than 10 days after service, serve upon the party or the attorney designated in the subpoena written objection to the subpoena, setting forth the specific grounds for the objection. The written objection shall comply with the requirements of Rule 11. Each of the following grounds may be sufficient for objecting to a subpoena:
  - a. The subpoena fails to allow reasonable time for compliance.
  - The subpoena requires disclosure of privileged or other protected matter and no exception or waiver applies to the privilege or protection.
  - c. The subpoena subjects a person to an undue burden or expense.
  - d. The subpoena is otherwise unreasonable or oppressive.
  - e. The subpoena is procedurally defective
- (4) Order of court required to override objection. If objection is made under subdivision (3) of this subsection, the party serving the subpoena shall not be entitled to compel the subpoenaed person's appearance at a deposition or to inspect and copy materials to which an objection has been made except pursuant to an order of the court. If objection is made, the party serving the subpoena may, upon notice to the subpoenaed person, move at any time for an order to compel the subpoenaed person's appearance at the deposition or the production of the materials designated in the subpoena. The motion shall be filed in the court in the county in which the deposition or production of materials is to occur.
- (5) Motion to quash or modify subpoena. A person commanded to appear at a trial, hearing, deposition, or to produce and permit the inspection and copying of records, books, papers, documents, electronically stored information, or other tangible things, within 10 days after service of the subpoena or before the time specified for compliance if the time is less than 10 days after service, may file a motion to quash or modify the subpoena. The court shall quash or modify the subpoena if the subpoenaed person demonstrates the existence of any of the reasons set forth in subdivision (3) of this subsection. The motion shall be filed in the court in the county in which the trial, hearing, deposition, or production of materials is to occur.

- (6) Order to compet; expenses to comply with subpoena. When a court enters an order compelling a deposition or the production of records, books, papers, documents, electronically stored information, or other tangible things, the order shall protect any person who is not a party or an agent of a party from significant expense resulting from complying with the subpoena. The court may order that the person to whom the subpoena is addressed will be reasonably compensated for the cost of producing the records, books, papers, documents, electronically stored information, or tangible things specified in the subpoena.
- (7) <u>Trade secrets, confidential information</u>. When a subpoena requires disclosure of a trade secret or other confidential research, development, or commercial information, a court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or when the party on whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot otherwise be met without undue hardship, the court may order a person to make an appearance or produce the materials only on specified conditions stated in the order.
- (8) Order to quash; expenses. When a court enters an order quashing or modifying the subpoena, the court may order the party on whose behalf the subpoena is issued to pay all or part of the subpoenaed person's reasonable expenses including attorney's fees.

#### (d) Duties in Responding to Subpoena

- (1) Form of response. A person responding to a subpoena to produce records, books, documents, electronically stored information, or tangible things shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the request.
- (2) Form of producing electronically stored information not specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it ordinarily is maintained or in a reasonably useable form or forms.
- (3) <u>Electronically stored information in only one form.</u> The person responding need not produce the same electronically stored information in more than one form.
- (4) <u>Inaccessible electronically stored information</u>. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, after considering the limitations of Rule 26(b)(1a). The court may specify conditions for discovery, including requiring the party that seeks discovery from a nonparty to bear the costs of locating, preserving, collecting, and producing the electronically stored information involved.
- (5) <u>Specificity of objection.</u> When information subject to a subpoena is withheld on the objection that it is subject to protection as trial preparation materials, or that it is otherwise privileged, the objection shall be made with specificity and shall be supported by a description of the nature of the communications, records, books, papers, documents, electronically stored information, or other tangible things not produced, sufficient for the requesting party to contest the objection.

## INFORMATION FOR WITNESS

NOTE: If you have any questions about being subpoenaed as a witness, you should contact the person named on Page One of this Subpoena in the box labeled "Name And Address Of Applicant Or Applicant's Attorney"

#### DUTIES OF A WITNESS

- Unless otherwise directed by the presiding judge, you must answer all questions
  asked when you are on the stand giving testimony.
- In answering questions, speak clearly and loudly enough to be heard.
- · Your answers to questions must be truthful.
- If you are commanded to produce any items, you must bring them with you to court
  or to the deposition.
- You must continue to attend court until released by the court. You must continue to attend a deposition until the deposition is completed.

#### BRIBING OR THREATENING A WITNESS

It is a violation of State law for anyone to attempt to bribe, threaten, harass, or intimidate a witness. If anyone attempts to do any of these things concerning your involvement as a witness in a case, you should promptly report that to the district attorney or the presiding judge.

#### WITNESS FEE

A witness under subpoena and that appears in court to testify, is entitled to a small daily fee, and to travel expense reimbursement, if it is necessary to travel outside the county in order to testify. (The fee for an "expert witness" will be set by the presiding judge.) After you have been discharged as a witness, if you desire to collect the statutory fee, you should immediately contact the Clerk's office and certify your attendance as a witness so that you will be paid any amount due you.

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STATE OF NORTH CAROLINA			IN THE GENERAL COURT OF JUSTIC DISTRICT COURT DIVISION
COUNTY OF HOKE	1811.711	PH 4: 22	FILE NO.: 18 CVS 000239
JANNETTA JORDAN, a no non-verified party,  Plaintiff,	n-secured and	)	<del></del> .
V.		)	
LENT CHRISTOPHER CA	RR,	)	DEFENDANT, LENT CHRISTOPHER
Defendant.		) ) ) ) ) ) )	CARR'S MOTION FOR SUMMARY  JUDGMENT  [Rule 56]
		Ś	

NOW COMES Defendant, Lent Christopher Carr, and hereby moves the Court for summary judgment pursuant to the provisions of Rule 56 of the North Carolina Rules of Civil Procedure. This Motion is made and based upon the ground that there is no genuine issues as to any material fact as shown by the pleadings, affidavits, and discovery in this case, and the record establishes that Defendant is entitled to judgment as a matter of law.

In support of said motion, Defendant submits the "QUITCLAIM DEED" (Exhibit "A," hereinafter "contract") as evidenced and filed in the Hoke County Register of Deeds Office at Book 1207, Page 0977, a "contract" as entered into by plaintiff, Jannetta Jordan, and Defendant, Lent Christopher Carr, on 3 February 2017 - SWORN, SIGNED, DECREED, AND AFFIRMED by and before an Official of the State of North Carolina who, in accordance with the Laws of the State of North Carolina duly

administers OATHS conclusively in contractual law within the ambit of this State as fully acknowledged by plaintiff by her legal hand or endorsement of the same, and thereafter received for value and valuable consideration in fee simple by Defendant under the expressed terms and conditions of the written contract therefore. Also see, the addendum agreement in support of the quitclaim contract denominated as "AGREEMENT AND PERPECTUAL LEASE/QUITCLAIM DEED" (Exhibit "B," hereinafter "Addendum Agreement").

For purposes of this herein Motion for Summary Judgment, and further support therefor, Defendant respectfully shows the court "Quantum Meruit is not an appropriate remedy when there is an actual agreement between the parties, because an express contract precludes an implied contract with reference to the same matter" *Ron Medlin Construction v. Harris*, 704 S.E.2d 486, 489, 2010 N.C. Lexis 1079 (2010)(Emphasis in original).

Therefore, Plaintiff's sole Quantum Meruit claim should be dismissed in its entirety, and this Court is prayed to find that it is thus divest of subject-matter-jurisdiction and personal jurisdiction to entertain Plaintiff's estopped complaint, claims and plaintiff's improperly filed, and non-served Service of Process of the frivolous complaint and lack of Service of Process for her slanderous and unauthorized "LIS PENDENS NOTICE," as omitting the required Certificate of Service therefor, and in which has placed an illegal cloud on Defendant's Title Rights, and as a direct and proximate result thereof has unduly interrupted the quiet enjoyment to Defendant's real property—with prejudice. See, (Exhibit "C," hereinafter "Illegal Lien Notice").

This is especially axiomatic whereas the one page body of plaintiff's estopped (non-verified) complaint merely seeks alleged money damages owed in quantum meruit in a specific amount unlawfully stipulated in said complaint for an amount certain of \$250,000.00, interest and court cost. See, e.g., Britt,

320 N.C. at 577 ("If there is a contract between the parties the contract governs the claim and the law will not imply a contract."). See also Whitfield, 348 N.C. at 42 ("An implied contract is not based on an actual agreement, and quantum meruit is not an appropriate remedy when there is an actual agreement between the parties."); Potter, 330 N.C. at 578 ("Quantum meruit is not an appropriate remedy when the plaintiff has alleged an express oral contract.").

As to Defendant's counterclaims in contravention to Plaintiff's estopped complaint in quantum meruit, breaches of contract, slander of title, wrongful interference with contract rights, improper filing of Lis Pendens herein and fraud upon this court inter alia, Defendant, Lent Christopher Carr, do hereby invoke this Honorable Court's subject-matter and personal jurisdiction and venue pursuant to North Carolina General Statutes solely for those purposes as governed under North Carolinas' Law, Practices and Procedures respectfully.

Moreover, as was succinctly answered and averred in Defendant's responsive answers and affirmative defenses respecting venue of Plaintiff's *estopped* complaint, the Defendant herein and therein do/did assert that statements of law require no response, to the extent that a response is/was required, venue is/was disputed as to all matters surrounding Plaintiff's Complaint for *estoppel* prohibition and because plaintiff's failure to properly file her written copy of the notice of lis pendens in accordance with NCGS § 1-116.1(2)(3), and Rule 5 of the Rules of Civil Procedure. (1949, c. 260; 1967, c. 954, s. 3.), and proof of service or record the proof of service, as required by NCGS. Therefore, Plaintiff's contemporaneous estopped complaint has no basis at law upon which relief may be granted as plaintiff's estopped complaint merely argues and demand monetary recovery in quantum meruit in which plaintiff is not entitled; the Defendant up until the filing of his Answer herein "HAS NOT BEEN SERVED SERVICE OF PROCESS [at all], NOR OF PLAINTIFF'S ESTOPPED, AND OTHERWISE FRIVOLOUS COMPLAINT FOR [fabricated and alleged] MONEY OWED;" the Plaintiff has failed to

serve on Defendant notice of her inappropriately filed Lis Pendens that upon information and belief was merely instituted to cause or attempt to cause a claim of lien on Defendant's real property and to slander his Title Rights, including but not limited to plaintiff's frivolous complaint and other documents filed, knowing that the filing was not authorized by statute, being the sole intent of plaintiff that her illegal and otherwise inappropriate filing thereof is made for an improper purpose to hinder Defendant's quiet enjoyments of his real property, harassment, and to otherwise wrongfully interfere with Defendant's legal rights not to have a cloud over his real property title rights to real property nominally known as 3300 Laurinburg Road, Raeford, NC. Such interference has thus interfered with Defendant's Consumer rights to credit, contract and business obligations with third parties. A clear violation NCGS § 44A-12.1(c) which holds in pertinent part: "[A]ny person who causes or attempts to cause a claim of lien on real property or other document to be filed, knowing that the filing is not authorized by statute, or with the intent that the filing is made for an improper purpose such as to hinder, harass, or otherwise wrongfully interfere with any person, shall be guilty of a Class I felony." (Emphasis in original).

Finally, it is hereby noted herein that Defendant became aware of the improper lis penden and complaint filed by plaintiff on 4 April 2018, as a result of his having filed unrelated documents with the Hoke County Register of Deeds Office, and shockingly, but mercifully stumbled upon said lis pendens when indexing other unrelated documents electronically as maintained by the Hoke County Register of Deeds Data Base. Accordingly, but for Defendant's researching of other unrelated documents as held in the Register's Office, he would never have been apprised that plaintiff had lodged such a fraudulent complaint and notice of lis pendens against him and unlawfully against his real property. The actions of plaintiff, upon information and belief was meant to ingeniously be unduly and unjustly enriched at the Defendant's expense through an unbeknownst act of default at law respecting time restraints as statutorily governed by North Carolina General Statutes.

# Case 18-80386 Doc 125 Filed 06/08/20 Page 31 of 220

For whatever else could be said on this subject, intentional gaming of the law clearly shows Plaintiff's intent to defraud and commit fraud against the Defendant and reprehensible fraud upon this Court. For this standing cause alone, plaintiff's estopped, fraudulent and otherwise frivolous claims in its entirety should be dismissed, and Rule 11 Sanctions should be measured against this plaintiff to the full extent in which the law permits and Defendant's Motion for Summary Judgment is prayed and should be granted in the best and just interest of Justice and Judicial Economy.

[W]HEREFORE, Defendant, Lent Christopher Carr, prays that the Court enter summary judgment as a matter of law as to the above-referenced complaint and claims in their behalf, that the costs be taxed to plaintiff, Jannetta Jordan, and that the Court grant such further relief as justice may require.

This the ///day of May, 2018.

Respectfully submitted,

LENT CHRISTOPHER CARR, Defendant 3300 Laurinburg Road, Raeford N.C. 28376 emmauscorp.legalconsult@gmail.com

(919)-417-6768

## CERTIFICATE OF SERVICE

I hereby certify that on the 11<sup>th</sup> day of May, 2018, I, the Undersigned caused a true and correct copy of the foregoing **Notice and Motion For Summary Judgment** to be served on Plaintiff, and the original and necessary copies of said Notice and Motion For Summary Judgment was served on this Court by placing the same in the United States Postal Service, Postage Prepaid and mailed to the following:

Jannetta Jordan,

Plaintiff 4160 Laurinburg Road Raeford, North Carolina 28376

This the Ithe day of May, 2018.

Lent Christopher Carr, Defendant

#### VERIFICATION

LENT CHRISTOPHER CARR, being first duly sworn, deposes and says that he is the DEFENDANT in the above entitled action; that he has read the foregoing document; that the same is true of his own respective knowledge, except as to those matters and things alleged therein upon information and belief, and to those things, he believes them to be true.

LENT CHRISTOPHER CARR

COUNTY OF HOKE

STATE OF NORTH CAROLINA

MA COMMISSION EXPRESSIONS 8, 2019

STATE OF NORTH CAROLINA	IN THE GENERAL COURT OF JUSTICE
COUNTY OF HOKE	SUPERIOR COURT DIVISION FILE NO.: 18 CVS 000239
ACIAL COUNT	1 IEE 140 16 C 45 000239
JANNETTA JORDAN, a non-secured and non-verified party,	DEFENDANT, LENT CHRISTOPHER CARR ANSWERING PLAINTIFF'S ESTOPPED & NON-SERVICE OF PROCESS COMPLAINT;
Plaintiff,	) (G.S. 7A-218)
v.	AFFIRMATIVE DEFENSES; (Rule 8(a)(1)(2)(c))
LENT CHRISTOPHER CARR,	MOTION TO DISMISS;
Defendant.	) (Rule 12(b)6)
	) -and-
	DEFENDANT'S MEMORANDUM IN SUPPORT OF MOTION TO DISMISS and CANCELLATION OF PLAINTIFF'S IMPROPER LIS PENDEN;  IMPROPER LIS PENDEN;

COMES NOW LENT CHRISTOPHER CARR, and files this ANSWER; AFFIRMATIVE DEFENSES; MOTION TO DISMISS; and MOTION FOR CANCELLATION OF PLAINTIFF'S IMPROPER LIS PENDEN, and to Plaintiff's "estopped" and UNVERIFIED Complaint in this matter in which, and in support thereof states the following:

In the Plaintiff's "COMPLAINT FOR [alleged] MONEY OWED" in an amount as fictitiously claimed in plaintiff's quantum meruit complaint dated 4 April 2018, and further in her prayer for relief – Defendant first note that by plaintiff stipulating and requesting the outrageous amount of \$250,000.00, plus interest and reimbursement for court cost in which she is not entitled to is in clear violation of Rule 8(A) of the North Carolina Rules of Civil Procedure.

In the State of North Carolina, pursuant to NCGS Chapter 1A Rules of Civil Procedure, Rule 8(A), when

a Plaintiff files a lawsuit, the Plaintiff may not state a specific amount of relief sought other than to specify that the case seeks either less than \$10,000.00 (District Court) or an amount exceeding \$10,000.00 (Superior Court).

Under Rule 8A(2), a party may make a written request to another party to seek the exact amount of relief sought in the suit. In the ordinary operation of civil law the plaintiff generally "Request for Statement of Monetary Relief". This is not the case here as violated by this plaintiff in contravention to North Carolinas' established laws governing the same. The Rule states in pertinent part:

Rule 8A(2) — "A demand for judgment for the relief to which he deems himself entitled. Relief in the alternative or of several different types may be demanded. In all negligence actions, and in all claims for punitive damages in any civil action, wherein the matter in controversy exceeds the sum or value of ten thousand dollars (\$10,000), the pleading shall not state the demand for monetary relief, but shall state that the relief demanded is for damages incurred or to be incurred in excess of ten thousand dollars (\$10,000). However, at any time after service of the claim for relief, any party may request of the claimant a written statement of the monetary relief sought, and the claimant shall, within 30 days after such service, provide such statement, which shall not be filed with the clerk until the action has been called for trial or entry of default entered. Such statement may be amended in the manner and at times as provided by Rule 15."

Secondly, Jannetta Jordan, (hereinafter "Plaintiff") seemingly asserts two separate, but joinder dependent claims for relief against Lent Christopher Carr, (hereinafter referred to as "Defendant"): a claim for recovery of a "quantum meruit" value of an alleged verbal breach of contract for money as falsely

claimed by plaintiff was allegedly to be borrowed by Defendant for plaintiff's benefit from a financial institution on the basis of a purported breach of contract, as improperly and fictionally asserted by plaintiff of \$250,000.00, coupled by an improper attachment non-claimed and non-raised boilerplate styled Notice of Lis Penden as improperly filed with the Clerk of Superior Court, a claim not presented nor argued in Plaintiff's estopped complaint for purposes of claiming for imposition of a constructive trust or equitable lien upon certain real property of Defendant.

Both, the non-meritorious presented claim and non-presented or argued estopped claims may be properly dismissed for failing to state a claim upon which relief may be granted under any legal theory.

However, the sole focus of Defendant's expedited motion to dismiss is the latter non-claim whereby plaintiff has prejudicially, illegally and having no legal basis for her ill conceived and filed lis penden non-raised claim which, in conjunction with an improperly filed lis pendens, presents a potential devastating chilling effect on credit and prohibits Defendant, who have you is the Senior Pastor of a local Congregation DBA Emmaus Cathedral Church, an extension of Emmaus Puritan Apostolic Baptist Church, Inc., as located on the subject property of 3300 Laurinburg Road, Raeford North Carolina, and real property owned and operated as a Church by Defendant, and a parsonage residence for Defendant and his Family, that has, as a direct and proximate result of plaintiff's improper lis pendens prohibited Defendant and his established Church from fulfilling its contractual obligations to third parties. Defendant shall address in line the validity of the former claim in his Answer, Affirmative Defenses, Motion to Dismiss, and Motion to Cancel Lis Pendens, and if so required at a later date in the normal course of this estopped and frivolous litigation of plaintiff respectfully.

### JURISDICTION and VENUE

Subject-matter-jurisdiction and personal jurisdiction of this Court to entertain Plaintiff's frivolous and "Estopped Complaint," is hereby disputed, specifically for reason of estoppel prohibition whereas there exist a binding contract (the "contract) as entered into between both the Plaintiff and Defendant as evidenced in the record before this court, signed and SWORN before a Notary Public of the State of North Carolina by the Plaintiff being of sound mind, competent and of legal age to convey real property on the date certain of 03 February 2017, in the County of Wake, at the Wake County Detention Center where Plaintiff was awaiting trial, and later plead guilty to, amongst other crimes of Felony Fraud by a Medical Assistance Provider, Felony Accessing a Government Computer to Defraud and two counts of Felony Obstruction of Justice. The same was likewise accepted by Defendant for value in fee simple and for valuable consideration. (Exhibit "A" NORTH CAROLINA QUIT CLAIM DEED), (hereinafter "Contract").

Plaintiff is not entitled to recover nothing of Defendant in "Quantum Meruit" when a contract exists, and a binding contract has been SWORN, ratified, decreed and affirmed by and before an Official of the State of North Carolina who in accordance with the Laws of the State of North Carolina administers Oaths conclusively in contractual law within the ambit of this State, and said contract has been duly registered in Hoke County, North Carolinas' Registry at Book 1207 Page 0977.

Therefore, "Quantum Meruit is not an appropriate remedy when there is an actual agreement between the parties, because an express contract precludes an implied contract with reference to the same matter."

Ron Medlin Construction v. Harris, 704 S.E. 2d. 486, 489, 2010 N.C. Lexis 1079 (2010).

Therefore, Plaintiff's sole Quantum Meruit claim should be dismissed in its entirety, and this Court is prayed to find that it is thus divest of subject-matter-jurisdiction and personal jurisdiction to entertain

Plaintiff's estopped complaint, claims and plaintiff's improperly filed slanderous title Lis Pendens Notice in which has placed an unauthorized cloud on Defendant's quiet enjoyment to his real property with prejudice. This is especially axiomatic whereas the one page body of plaintiff's estopped (non-verified) complaint merely seeks alleged money damages owed in quantum meruit in a specific amount unlawfully stipulated in said complaint for an amount certain of \$250,000.00, interest and court cost. See, e.g., Britt, 320 N.C. at 577 ("If there is a contract between the parties the contract governs the claim and the law will not imply a contract."). See also Whitfield, 348 N.C. at 42 ("An implied contract is not based on an actual agreement, and quantum meruit is not an appropriate remedy when there is an actual agreement between the parties."); Potter, 330 N.C. at 578 ("Quantum meruit is not an appropriate remedy when the plaintiff has alleged an express, oral contract.").

As to Defendant's counterclaims in contravention to Plaintiff's *estopped* complaint in *quantum meruit*, breaches of contract, slander of title, wrongful interference with contract rights, improper filing of Lis Pendens herein and fraud upon this court *inter alia*, Defendant, Lent Christopher Carr, do hereby invoke this Honorable Court's subject-matter and personal jurisdiction and venue pursuant to North Carolina General Statutes solely for those purposes as governed under North Carolinas' Law, Practices and Procedures respectfully.

As to venue of Plaintiff's *estopped* complaint, the Defendant herein assert that statements of law require no response; to the extent that a response is required, venue is disputed as to all matters surrounding Plaintiff's Complaint for *estoppel* prohibition and because plaintiff's failure to properly file her written copy of the notice of lis pendens in accordance with NCGS § 1-116.1(2)(3), and Rule 5 of the Rules of Civil Procedure. (1949, c. 260; 1967, c. 954, s. 3.), and proof of service or record the proof of service, as required by NCGS. Thus Plaintiff's contemporaneous estopped complaint has no basis at law upon which relief may be granted as plaintiff's estopped complaint merely argues and demand monetary recovery in

quantum meruit in which plaintiff is not entitled; the Defendant up until the filing of his Answer herein "HAS NOT BEEN SERVED SERVICE OF PROCESS [at all] NOR PLAINTIFF'S ESTOPPED, AND OTHERWISE FRIVOLOUS COMPLAINT FOR [fabricated and alleged] MONEY OWED;" the Plaintiff has failed to serve on Defendant notice of her inappropriately filed Lis Pendens that upon information and belief was merely instituted to cause or attempt to cause a claim of lien on Defendant's real property, including plaintiff's frivolous complaint and other documents filed, knowing that the filing was not authorized by statute, being the sole intent of plaintiff that her illegal and otherwise inappropriate filing thereof is made for an improper purpose to hinder Defendant's quiet enjoyments of his real property, harassment, and to otherwise wrongfully interfere with Defendant's legal rights not to have a cloud over his real property title rights to real property nominally known as 3300 Laurinburg Road, Raeford, NC. Such interference has thus interfered with Defendant's Consumer rights to credit, contract and business obligations with third parties. A clear violation NCGS § 44A-12.1(c) which holds in pertinent part: "[A]ny person who causes or attempts to cause a claim of lien on real property or other document to be filed, knowing that the filing is not authorized by statute, or with the intent that the filing is made for an improper purpose such as to hinder, harass, or otherwise wrongfully interfere with any person, shall be guilty of a Class I felony." (Emphasis in original).

It is hereby noted herein that Defendant became aware of the improper lis penden and complaint filed by plaintiff on 4 April 2018, as a result of his having filed unrelated documents with the Hoke County Register of Deeds Office, and shockingly, but mercifully stumbled upon said lis pendens when indexing other unrelated documents electronically as maintained by the Hoke County Register of Deeds Data Base. Accordingly, but for Defendant's researching of other unrelated documents as held in the Register's Office, he would never have been apprised that plaintiff had lodged such a fraudulent complaint and notice of lis pendens against him and unlawfully against his real property. The actions of plaintiff, upon information and belief was meant to ingeniously be unduly and unjustly enriched at the Defendant's

expense through an unbeknownst act of default at law respecting time restraints as statutorily governed by North Carolina General Statutes.

For whatever else could be said on this subject, intentional gaming of the law clearly shows Plaintiff's intent to defraud and commit fraud against the Defendant and reprehensible fraud upon this Court. For this cause standing alone, plaintiff's estopped, fraudulent and otherwise frivolous claims in its entirety should be dismissed, and Rule 11 Sanctions should be measured against this plaintiff to the full extent in which the law permits.

Furthermore, venue is likewise disputed whereas this Plaintiff on a numerous of occasions, including 12 April 2018, was harshly admonished by a duly elected Judge of the Hoke County Court that she was in violation of an automatic stay for having direct knowledge of a Bankruptcy Proceeding involving Defendant that provided an automatic stay in which was duly pre-instituted under Case No. 18-01386-5-JNC, within the ambit of the United States District Court for the Eastern District of North Carolina prior to another frivolous complaint as filed by plaintiff in another estopped *quantum meruit* civil matter that was dismissed by that court under File No. 18 CVM 000218 for plaintiff's blatant disregard of laws respecting Federal Automatic Stay, and the harmonious laws observed and enforced by the State of North Carolina under NCGS jurisdictional boundary in concert with Federal Bankruptcy's Orders of automatic stays respectfully.

That Court, after hearing testimony from the plaintiff admitting that she was indeed aware and had knowledge of the said Bankruptcy proceeding, to wit, being personally informed and as a courtesy was also put on direct notice by Defendant's Attorney via letters, determined that plaintiff had been put on full notice that there existed a Federal Bankruptcy AUTOMATIC STAY as issued by the Eastern District of North Carolina Federal Court, on 20 March 2018, and that plaintiff had therefore filed her estopped

complaint willfully in violation of the stay post-bankruptcy stay and filing of 20 March 2018. For that cause *inter alia*, dismissal was had with a voluntary dismissal of all claims. Consequently, dismissal of this frivolous action should likewise be dismissed with prejudice, and Rule 11 Sanctions are in order for reasons of plaintiff's continued disregard for the orderly operation of law as governed by The State of North Carolina and the United States of America respecting strict compliance of Automatic Stays.

#### I. ANSWER

NOW COMES Defendant Answering Plaintiff's Complaint and says:

- 1. ADMITTED that Defendant is a resident of Hoke County, North Carolina.
- 2. DENIED that Defendant owes plaintiff money as improperly raised in contravention to a legally binding and expressed (written) contract as entered into by both Plaintiff and Defendant on 3 February 2017, a contract that precludes plaintiff's falsely asserted implied (verbal) contract in *quantum meruit* that never existed at any time relevant (before or after) as relating to the legal conveyance of real property as transferred, remised, relinquished, released and forever quitclaim into the Defendant, his heirs, assigns and successors all rights, title, claim, and interest of plaintiff in certain tracts and parcels of land lying and being in the County of Hoke, and State of North Carolina, in the Township of Raeford, more particularly described as 3300 Laurinburg Road, Raeford, North Carolina 28376 via Quit Claim Deed by plaintiff, Sworn to by Plaintiff as being true and correct under legal framework before an Official of the State of North Carolina authorized to take Oaths who is/was a duly registered Notary Public at the time of said transaction, signed by Plaintiff and thereafter received and ratified by Defendant as a complete acknowledgment of the aforesaid;
- a. DENIED that the Defendant entered into any such verbal contract as alleged by plaintiff, nor any other like contract as relating to the conveyance of the subject property with plaintiff, let alone plaintiff's

fabricated and alleged verbal contract as subsumed improperly in *quantum meruit* as falsely claimed by plaintiff to have occurred on or about 17 January 2017, upon information and belief was manufactured with the expressed intent of plaintiff to gain unjust enrichment of the Defendant, while at the same time attempting to commit *fraud upon the court*;

b. As to plaintiff allegation in the complaint that the purported, but fabricated "verbal agreement" in quantum meruit "was for Lent Carr to: pay back taxes on the property located at 3300 Laurinburg Road, Raeford, NC 28376 (\$12,432.41) with Lent Carr's 401K plan," that allegation likewise is without merit, and once again a fictional fabrication conjured up by this plaintiff's erraticism for even her art of untruthfulness, let alone being capable of truth telling even if it's in written contractually;

The Defendant shows to this Court as elucidated as expressed contracts tend and are certain to do-- speak the truth of a subject matter i.e. this falsity (quoted above) in which plaintiff espouses in her fraudulently induced, estopped and otherwise frivolous complaint based in whole on an alleged inappropriate verbal contract in quantum meruit;

Contrary to the plaintiff's claim relating to "back taxes," and the remainder of plaintiff's baseless caveats alleged as quoted earlier herein, the facts of the matter is axiomatic whereas 1) plaintiff represented to the Defendant and his Wife, Deltarina Carr, while plaintiff was incarcerated within the confines of the Wake County Jail awaiting trial for felonious crimes in which she later plead guilty to, and prior to Defendant's acceptance of the Quit Claim Deed contract that there existed NO outstanding taxes, liens or other encumbrances on the real property in question; 2) plaintiff further represented that "God had spoken to her to remise, title and Quit Claim said real property over to the Defendant for valuable consideration in fee simple for the furtherance of Kingdom work and as a parsonage residence for the Defendant/Pastor, his Family and his Congregation, Emmaus Cathedral Church as she would no longer

need it as she 'was going to prison for her felonious crimes;" 3) following plaintiff's representations, Defendant gave up his home and moved into said real property only to later discover that the property had astronomical taxes outstanding with the Hoke County Tax Office after having sat and spoken with the Tax Collector thereof, but also that the plaintiff was served multiple Certified Letters to this fact, and knew full well under her personal knowledge that the Tax Collector had gone through the obligatory legal proceedings and had indeed secured an In Rem Foreclosure Judgment against plaintiff and said property for lien of subject 3300 Laurinburg Road's property. However, plaintiff omitted apprising the Defendant of this critical information, and by the time Defendant was informed, he had relinquished the rights to his Home for a home that was facing foreclosure sale; 4) as mentioned supra., Defendant was ensuared into plaintiff's intentional entrapment web of deceit and unfair trade practice acts by having given up his non-encumbered home as induced by plaintiff into a web of deception whereas this plaintiff had direct knowledge that she had deceived the Defendant to move into a home in which legally speaking, she had NO legal right to any longer due to the In Rem Foreclosure, and the pending Foreclosure sale of said Real Property; 5) having been informed of the deceptive trade practice of plaintiff, to her direct credit, the Tax Collector agreed to permit the Defendant to enter into a promissory note whereby he agreed to take over the tax matter and did begin paying in installments said outstanding delinquent taxes as irresponsibly accrued as a direct result of plaintiff's derelictions of duties under the law to have refused to pay such for more than five years under her contributory negligence by reason of not paying the Tax Office what the law required of every other taxpayer similarly situated; 6) that upon information and belief, as part of plaintiff's carefully crafted scheme to defraud and further her deceptive trade practices against Defendant, and knowing that Defendant not only agreed per contract to legally receive said real property she had rightfully forfeited under law due to the delinquent taxes in which precipitated the In Rem Foreclosure, and was contractually deeded over to Defendant in an expressed written document denominated "Quit Claim Deed," dated 03 February 2017, fee simple;

As part of plaintiff's calculated scheme she insisted that Defendant act as her Durable Power of Attorney in order to legally handle other matters believed by Defendant would be above board as plaintiff's attorney in fact/agent as property manager for other real property that plaintiff knew faced the same fate as that of 3300 Laurinburg Road-- delinquent taxes and possible foreclosure as unbeknownst to Defendant. Yet and still, upon information and belief, that was not plaintiff climatic finale; having a keen sense of real estate practices, plaintiff would later in the Month of October 2017, appear to be remorseful of her devious and immoral behavior as mentioned earlier, and direct Defendant, as plaintiff's legal power of attorney to locate a check book in which she kept secured in a drawer in the kitchen when she was the owner of said property, and that because she felt bad for deceiving me concerning the truth of the property, plaintiff quite rationally requested the Defendant to endorse said check as represented by Plaintiff was backed by the necessary funds to satisfy the remaining balance of taxes on 3300 Laurinburg Road, taxes upon promissory note with the tax office in which Defendant had already paid down considerably, as well as taxes as owed on properties in which plaintiff still owned owing delinquent taxes since legally plaintiff had previously gave Defendant her sworn, notarized and signed authorization as the principal grantor of such POA rights to act on her behalf in financial matters inter alia.

As a matter of competent evidence as part of the file, and the POA grant unambiguously state in the contract entitled "Durable Power of Attorney" (hereinafter "POA") "My Agent shall have full power and authority to...'conduct any business with any banking or financial institution with respect to any of my accounts, including, but not limited to, making deposits and withdrawals, negotiating or endorsing any checks or instruments with respect to any such accounts..." See e.g., (Exhibit "B" DURABLE POWER OF ATTORNEY). As mentioned earlier, it was a critical part of plaintiff's scheme to entrap Defendant into making, endorsing and presenting the check to the tax office in which Defendant reasonably believed were supported by the necessary funds (though legally done by Defendant acting as the principal's agent upon her directive to cure defaults created by the plaintiff against the tax office and

the Defendant) and having the sole intent of doing that in which he was legally granted to do on Plaintiff's behalf via POA and other documents that shall be introduced into evidence at trial. Plaintiff's unlawful scheme may have worked but for the contractual dictates of said POA, have you the Raeford Police Department Detective in charge of that matter did not previously possess when he had determined to target Defendant for questioning and arrest following a calculated jailhouse call from the Plaintiff on or about October 23, 2017, in which upon information and belief was carefully choreographed by plaintiff to produce such a chilling and unjust effect that has thus caused Defendant multiple damages as a direct and proximate result thereof. Further telling is a letter received by Defendant post marked 29 November 2017, (Exhibit "C" THE LETTER) accompanied by two hand written Quit Claim Deeds from this Plaintiff where she once again went into her apologetic manipulative mode that was not well received this go around by Defendant, even by the reception of plaintiff's purported gifts to Defendant to convey two distinct real properties as plaintiff's means of an end to plaintiff's harms in which she had caused Defendant; in said letter as marked Exhibit "C," plaintiff clearly states in pertinent part that she had this person who she claims was supposed to deposit said funds into the subject bank "who would testify they were supposed to have loaned me [plaintiff] \$10,000.00, I [plaintiff] could testify that I [plaintiff] thought they had wire transferred the money into my [plaintiff's] checking account and I [plaintiff] told you [Defendant] on the date you [Defendant] wrote the check to write the check because the money is in the account. I [plaintiff] did not know because I [plaintiff] did not all the person back to confirm that the money was wire transferred, the money was not put into the account until you [Defendant] were arrested for the check. If you can get the other person [Defendant's Wife Deltarina Carr] to testify then I [plaintiff] would too, This should take care of your charge." (Emphasis in original). As detailed, plaintiff knew that her schemes were coming to a head at some point, especially whereas Defendant Carr did always cautiously have another individual to listen in on every call that came from this plaintiff, that is, once he had figured out that plaintiff was a habitual deceiver and who had created in her own mind a fatalistic attraction for the Defendant post-Quitclaim-Deed procurement amongst other unscrupulous acts that

shall be presented at trial solely to show plaintiff's propensity for untruthfulness, to refute her assertion as raised in her frivolous complaint that for all intent and purposes as raised in plaintiff's estopped complaint has absolutely nothing to do with the non-meritorious quantum meruit complaint whereas plaintiff's falsely asserted claim in quantum meruit that there existed a non-sequitur verbal contract between herself and Defendant and to put the same into proper perspective, this plaintiff's nefarious intentions as relating to her absurd raised and estopped claims and the illegally documented lis pendens theretofor. Therefore, the same in its entirety is hereby DENIED.

b. Moreover, as [a]n expressed written contract entitled "AGREEMENT AND PERPETUAL LEASE/QUIT CLAIM DEED" (herinafter Agreement") that is in total contravention to plaintiff's falsely alleged verbal contract in quantum meruit reflects as a matter of contractual law, (Exhibit "D" "AGREEMENT AND PERPETUAL LEASE/QUIT CLAIM DEED) and was/is an integral part of a Quit Claim Deed "CONTRACT," as entered into by both plaintiff and defendant herein - plaintiff agreed and represented therein on 03 February 2017, as relating to real property nominally known as 3300 Laurinburg Road, Raeford N.C. 28376, as legally conveyed to Defendant as part and parcel of the transfer of Title Ownership of the ranch home and church, including personal property conveyed by plaintiff as fully set out by the terms of said contracts and competent evidence proves as stipulated in said Agreement that "The Tenant/Grantee agree to indemnify and save the Landlord/Grantor harmless...[excepting] unforeseen liens [or] taxes previously attributable. Notwithstanding, any such future taxes shall be paid by Tenant/Grantee in consideration of the annexed Quitclaim Deed." This is a breach of contract on plaintiff's part, and no such breaches of the representative contracts and entered into with this plaintiff is attributable to the Defendant under contractual law. Furthermore, plaintiff's false and estopped frivolous claim in quantum meruit as claimed in her complaint is without merit whereas she state in pertinent part: "verbal agreement was for Lent Carr to: 'pay back taxes on the property located at 3300 Laurinburg Road, Raeford, NC 28376 (\$12,432.21)..." This claim including all the

other baseless claims as raised by this plaintiff should be dismissed in their entirety as frivolous and patently false. Therefore, each and every allegation to plaintiff's manufatured (UNVERIFIED) quantum meruit verbal contract claim is hereby DENIED, including but not limited to her illegally subsumed Lis Pendens Notice as improperly filed with the Clerk of the Superior Court of Hoke County, as well as the relief sought therein in which plaintiff is not entitled to.

- c. DENIED that the plaintiff is entitled to Lis Pendens lien or otherwise as illegally attached to subject property as falsely asserted in plaintiff estopped Lis Pendens Notice, but not argued nor raised in her fabricated complaint whereby plaintiff merely seeks to be unjustly enriched via monetary gain. Therefore plaintiff is not entitled to recover noting of Defendant in quantum meruit;
  - 3. Defendant further notes, as is a total disrespect and disregard to the Rule of Law of this State of North Carolina, an unconscionable waste of tax payers dollars better served for those non-frivolous claims from citizens seeking viable redress, this plaintiff seems to have no reverence to this Court or otherwise for the truth, to wit, her blatant attempt to commit fraud now on this court's tribunal.

Plaintiff falsely asserted claims are barred by contract law that precludes *quantum meruit* alleged verbal agreements as falsely alleged in the estopped complaint, and plaintiff's failure to comply with N.C. Gen. Stat. § 58-70-1 to -155, N.C. Gen. Stat. §§ 75-50 to -56 or any other required "demand notice" prerequisites accorded N.C.G.S. bars any such claimed relief in which competent evidence proves plaintiff is not entitled to.

Furthermore, it is herein noted that Defendant had no prior knowledge of plaintiff's obfuscating claim for any such loan prerequisite, thus, such manufactured claim is without sufficient knowledge of the Defendant herein to even form a belief to the truth of plaintiff's assertion except to the extent that they are false and misleading for purposes of undue enrichment in which plaintiff is not entitled. Therefore, the same is hereby DENIED in its entirety.

DENIED. To the extent that an answer is required regarding the alleged money owed due plaintiff for her non-existent verbal contract with the Defendant are wholly delusional in nature and fact – such non-sequitur engineered loss and damages by plaintiff is fraudulently subsumed, lacking any credible evidence to the contrary, and created for the expressed means of improperly inducing this Court to adopt plaintiff's non-written Quantum Meruit contract over a legally binding written contract as protected under Laws of North Carolina.

Consequently, such has no operation of law, and therefore Plaintiff has no legal standing to unlawfully enrich her-self for relief in which she've attempted to blindside this Court for through plaintiff's carefully orchestrated fraud upon the court plights, and are entirely barred as a legal prohibition under equitable estopell from obtaining anything of the Defendant As a direct and proximate result of Defendant's lack of knowledge as to the alleged verbal agreement for any such loan or otherwise for this plaintiff as falsely claimed in her estopped complaint, and thereby possessing a lack of intent to deprive, cause a lack of use or even to have allegedly done monetary damage to plaintiff in which plaintiff has not provided one shred of evidence, notwithstanding a contract or receipt notification thereof from Defendant beyond what has been documented as part as the real and personal property agreed to in Plaintiff's SWORN DEED contract inter alia. Without sufficient knowledge or knowledge at all relating to the inanimated verbal agreements as fictitiously asserted and not governed by contract. Therefore, Plaintiff is not entitled to recover nothing of Defendant, and relief for alleged money, loss, interest, reimbursement and court cost are in nowise attributable to Defendant, but rather are matters weighed upon the Plaintiff for her egregious attempts to commit fraud upon this Court, and to pilfer from Defendant things of value that does not exist or are either covered under binding and written contract not belonging to plaintiff, testified

of through letters of Plaintiff or agreed to in other supporting documents procured before, during, after, and in relation to the real and personal property conveyance, notwithstanding loan monies from a financial institution listed in said complaint in which Defendant has no conceivable knowledge of; all of which shall be detailed more fully herein. Therefore, DENIED.

4. Defendant incorporates by reference each and every answer and allegation set forth hereinabove as though the same was fully set forth herein and with like effect.

THE ANSWERING DEFENDANT DENIES EACH AND EVERY ALLEGATION OF PLAINTIFF'S COMPLAINT NOT SPECIFICALLY DENIED HEREIN, INCLUDING ANY ALLEGATIONS CONTAINED IN PLAINTIFF'S "ESTOPPED" PRAYER FOR RELIEF.

# Rule 12(b)(6) MOTION TO DISMISS

# (As to the Breach of Implied Contract Claim;

Plaintiff's Estopped "Quantum Meruit" Complaint; The Lack of

Subject-Matter-Jurisdiction; Personal Jurisdiction; Venue & Plaintiff's

Improperly Filed, Illegal and Otherwise Inappropriate Reprisal Lis Pendens Notice

5. Plaintiff, in her estopped and frivolous complaint admittedly SWORE, signed and certified a binding and legally written contract denominated "Quit Claim Deed" as evidenced and entered into between both Plaintiff and Defendant whereby both parties agreed that along with the conveyance of real property identified as 3300 Laurinburg Road, Raeford, North Carolina 28376, for valuable consideration in fee simple, as recorded in the Hoke County Register of Deeds Office at Book No. 1207, Page 0977, and parcel No. 394130001095, and

delivered to Defendant said contract that duly represented Plaintiff did indeed transfer, release and by those present did remise, and forever quitclaim into Grantee/Defendant, his heirs and assigns all rights, title, claim, and interest of said Grantor/Plaintiff in and to a certain tract or parcel of land lying and being in the County of Hoke, and State of North Carolina, in Raeford Township, included, but not limited to personal property *thereon* and *therein* more particularly described per written contract as follows:

"3300 Laurinburg Road, Raeford, North Carolina 28376, as recorded in the Hoke County Register of Deeds Office at Book Number 00866, Page 0729-073—to include a completely and newly renovated 5300 Sq. Ft., 4BR, 3Ba Home/Church, and its entire parcel of land as mapped, drawn, surveyed, charted, plotted, delineated, drawn, depicted, pertraded and recorded thereto, 'Jafll amenities thereon, i.e., a Great Room/Church, kitchen, Library, Entertainment Room, 3 Heating/Air Conditioning Units (Electric), Shingled Roof, Fully Armed with Security Cameras and Alarm Systems, Carbon-Monoxide Alarms, installed Fire Alarms, Jacuzzi, [and] any and all properties located fon said land (externally and internally) as ascertained heretofor, [thereon, and therein] as agreed between Grantor and Grantee at the signing of this herein Quit Claim Deed, etc. inter alia.'"

(Please refer to Exhibit "A" Recorded Quit Claim Deed)(Emphasis in original)

- 6. Plaintiff is not entitled to recover in Quantum Meruit when an *expressed* contract exists, and the same has been entered on the Hoke County Register of Deeds Registry Book. "Quantum Meruit is not an appropriate remedy when there is an actual agreement between the parties, because an express contract precludes an implied contract with reference to the same matter."

  Ron Medlin Construction v. Harris, 704 S.E. 2d. 486, 489, 2010 N.C. Lexis 1079 (2010). Therefore, Plaintiff's Quantum Meruit claim should be dismissed in its entirety.
- 7. Moreover, Defendant further note herein that the doctrine of quasi-estoppel prohibits the Plaintiff from denying the validity of the Deed/Contract simply because she may have a change of heart because of her own creation of her financial woes that are not supported or considered in the normal operation of Law in the State of North Carolina, and her deranged desire and nefarious actions to impede the sacred union of marriage as futilely, but

aggressively pursued by that plaintiff to no avail as her individually consumed campaign as embarked upon with hopes of destabilizing an otherwise healthy matrimony bond as entered into by Defendant and his Wife of many years, and thus no fault of Defendant, and having no bearings on plaintiff's non-meritorious complaint. A gross act, upon information and belief that precipitated plaintiff's attempt to commit *fraud upon this court* by plaintiff's unlawful plight to re-write a binding contract as entered into by the Plaintiff and Defendant on 3 February 2017, and thereafter recorded within the ambit of the Hoke County Registry on 4 October 2017. Even so, there is no remedy at law to support such a *quasi estopped* prohibited contract in *quantum meruit* when there exist a written contract to the contrary detailing its terms and conditions.

- 8. "Under a *quasi-estoppel* theory, a party who accepts a transaction or instrument and then accepts benefits under it [is] estopped to take a later position inconsistent with the prior acceptance of that same transaction or instrument." Whitacre P'ship v. Biosignia, Inc., 358 N.C. 1, 18, 591 S.E.2d 870, 881-82 (2004) (citation and quotation marks omitted).
- 9. "[T]he essential purpose of *quasi-estoppel* is to **prevent a party from benefitting** by taking two clearly inconsistent positions." Id. at 18-19, 591 S.E.2d at 882 (citation, quotation marks, and ellipsis omitted). Quasi-estoppel "rests upon principles of equity and is designed to aid the law in the administration of justice when without its intervention injustice would result. Equity serves to moderate the unjust results that would follow from the unbending application of common law rules and statutes." Brooks v. Hackney, 329 N.C. 166, 173, 404 S.E.2d 854, 859 (1991) (internal citation and quotation marks omitted).

- 10. Our North Carolina Supreme Court in Creech v. Melnik, 347 N.C. 520, 528, 495 S.E.2d 907, 913 (1998) defined the doctrines of equitable estoppel together with quasi-estoppel by characterizing quasi-estoppel as a "branch of equitable estoppel," Whitacre, 358 N.C. at 18, 591 S.E.2d at 881, and not long thereafter the North Carolina Appeal Court in JASON KYLE, Plaintiff, v. HELMI L. FELFEL and LAURA C. FELFEL, Defendants. No. COA16-1318 (Decided: August 01, 2017) found that there are no distinction between the two doctrines for purposes of protecting the sanctity and validity of terms of what a contract meant in its native form, in contravention to another, i.e. the plaintiff in this matter inconsistent views for a benefit contradictory to a contract that speaks for itself, and whereby plaintiff is not entitled to inequitable relief. Creech is, therefore, consistent with the proposition that a party seeking to rely upon a theory of quasi-estoppel must invoke the doctrine in advance of trial. Therefore Defendant, Lent Christopher Carr, invokes quasi-estoppel, amongst other legal doctrines that clearly precludes this plaintiff from moving any further with her frivolous and estopped complaint, let alone her improper and unlawful Lis Pendens Notice. Alas, plaintiff's complaint should be dismissed in its entirety.
  - 11. Finally, pursuant to N.C.G.S. §1A-1, Rule 12(b)(6) plaintiff's ill procured, improperly placed, illegally and otherwise devised scheme of the improper Lis Pendens being filed in the record book as maintained by the Superior Clerk of Superior Court under File No. 18 M 00032 and indexed by reference at Book No. 01225 Page 0203, filed 4 February 2018, within the record keeping confines of the Hoke County Register of Deeds should be dismissed, and appropriate Rule 11 Sanctions to the full extent in which the Law allows should be imputed upon this plaintiff for her willful intent to violate N.C.G.S § 44A-12.1(c) which holds in pertinent part: ""Slander of title of property may be committed and published orally or by writing, printing or otherwise." Cardon v. McConnell, 120 N.C. 461, 462, 27 S.E. 109 (1897). "[T]he gist of the action is the special damage sustained, and unless the plaintiff shows the

falsity of the words published, the malicious intent with which they were uttered, and a pecuniary loss or injury to himself, he cannot maintain the action." Id. To establish a claim of slander of title, a plaintiff must allege: "(1) the uttering of slanderous words in regard to the title of someone's property; (2) the falsity of the words; (3) malice; and (4) special damages." Broughton, 161 N.C. App. at 30, 588 S.E. 2d at 28. Here in this case, however, the record is clear and unambiguous, and Defendant alleges that Defendant Jannetta Jordan did utter false, malicious and slanderous words by filing the lis pendens on the 3300 Laurinburg Road, Raeford, North Carolina Property, seeking to impose constructive and resulting trusts on the Property in which she was not otherwise authorized by the normal operation of law, fact and justification.

12. In plaintiff's estopped and frivolous complaint filed in quantum meruit of 4 April 2018, Jannetta Jordan asserts two separate claims of relief aganst Lent Christopher Carr: a claim for recovery of the fictional quantum meruit alleged verbal agreement on the basis of a non-existent agreement that Defendant allegedly was obligated to plaintiff to secure a loan for the plaintiff in consideration of the conveyance of subject real property, and a claim for an alleged beach of contract. Most notably, NO WHERE in plaintiff's estopped complaint does she allege unjust enrichment of the Defendant's conveyance of said real property, nor do plaintiff claim for imposition of a constructive trust or equitable lien upon certain real property legally owned by Defendant, Lent Christopher Carr, and NO WHERE does this plaintiff even remotely raise the improper claim in her ill conceived estopped complaint that the drastic measure of a Lis Pendens Notice is applicable to her claims, nor legally legally entered as part of the NON-VERIFIED or SWORN complaint in quantum meruit. As matters would have it, this plaintiff's one page estopped complaint never raises arguments for such a Lis Pendens Notice for lien, but merely throughout said complaint, including plaintiff's prayer for relief secks only money

damages totaling \$250,000.00 for [a] fabricated and baseless verbal agreement subsumed in quantum meruit.

- 13. Consequently, [b]oth of these estopped and otherwise frivolous claims may be properly dismissed for failing to state a claim upon which relief may be granted under any legal theory. Notwithstanding plaintiff's nefarious acts of premeditated and unjust harms directed and intended upon information and belief to disturb Defendant's quiet enjoyments of his real property legally conveyed via an expressed contract well over a year earlier.
- 14. However, the sole focus of this expedited motion is the latter non-claimed or raised issue at law, respecting plaintiff's inappropriately filed Lis Pendens, in conjunction with an improperly filed lis pendens in which was never served upon the Defendant, bears no certificate of service as accorded N.C.G.S., nor the estopped complaint being properly served on Defendant to date, and within the statutory time frame set out in North Carolina General Statutes for such, in like manner being non-verified and lacking certificate of service or endorsement therefore, presents a potentially devastating chilling effect on credit and prohibits Lent Christopher Carr, and his Church and other businesses as located on the real property in question from fulfilling its obligations to third parties. Though Defendant believes established law is clear on the matter of plaintiff's estopped quantum meruit claims in which are misplaced, misleading and misappropriated herein, thus being ripe for adjudication in the first instance, if need be as determined by this Honorable Court, Defendant Lent Christopher Carr shall await to address the validity of the former claim at a later date in the normal course of this litigation respectfully.
- 15. The nature of plaintiff's action is not one affecting title to real property but is rather one

seeking to secure a monetary judgment. Accordingly, the notice of lis pendens was filed by plaintiff without authorization or justification and constitutes an unlawful cloud on title and acts as an unlawful restraint on Lent Christopher Carr's lawful rights of alienation with respect to his Real Property.

16. Given the pressing and onerous nature of this unlawful restraint of Lent Christopher Carr's rights and in order to prevent any further unnecessary injury or burden on Defendant's lawful rights to convey or otherwise deal with the Property, Jannetta Jordan's notice of lis pendens must be canceled and dismissed immediately.

#### FIRST AFFIRMATIVE DEFENSE

Plaintiff's complaint fails to state a claim upon which relief can be granted pursuant to Rule 12(b)(6) of the North Carolina Rules of Civil Procedure.

# SECOND AFFIRMATIVE DEFENSE

If it is determined that Defendant owes Plaintiff any sums, which Defendant denies, Defendant pleads that the amount allegedly owed be set-off by any amount that Plaintiff owes Defendant, Lent Christopher Carr, for breach of contract.

## THIRD AFFIRMATIVE DEFENSE

To the extent that Plaintiff seeks recovery on an estopped claim, expressed or implied contract, Plaintiff's contemptuous performance—contradictory and inconsistent and improper quantum meruit attempt subsumed by fraud upon the court to re-write her own SWORN contract "Quit Claim Deed," as entered into between Plaintiff and Defendant on 3 February 2017, and the ensuing unambiguous terms thereof and its filing with the Register of Deeds Office, is based upon Plaintiff's negligent or defective behaviors in which Plaintiff has attempted to evade, prevent enforcement, and self nullify, or all, has barred Plaintiff of any right of recovery – especially where as here, Plaintiff knew or should have known

that her most recent fraudulent Complaint was prohibited by quasi and equitable estoppel whereas it is axiomatic that a binding contract exist between the Parties herein, but effectively breached by Plaintiff, and placed before this court for an equitable remedy of specific performance of the terms thereof, and but for plaintiff's breaches, the Defendant would not have had to move this Court to compel plaintiff "to do that which in good conscience she ought to have done without court compulsion." Bell v. Concrete Products, Inc. 263 N.C. 389, 390, 139 S.E.2d 629, 630 (1965). In order to claim a right to specific performance, that [a]n affected party need only to show the "existence of a valid contract, it terms, and either full performance on his part or that he is ready, willing and able to perform." Munchak Corp. v. Caldwell, 301 N.C. 689, 694, 273 S.E.2d 281, 285 (1981).

### FOURTH AFFIRMATIVE DEFENSE

Plaintiff is estopped from recovering any damages against the Defendant because Plaintiff has not performed under her SWORN contract with Defendant; specifically, Defendant Lent Christopher Carr, the newly acquired property Owner of subject Property nominally known as 3300 Laurinburg Road, Raeford, North Carolina 28376, the party of direct interest, privy, assign and legal successor who've relied upon the terms of said "Quit Claim Deed's" dictates, the receipt therefrom and therefore, the legal filing thereof with the Hoke County Register of Deeds Office on 4 October 2017 – filed by full and mutual agreement and ratification of Plaintiff's SWORN and signed contract in which Plaintiff clearly meant to convey personal and real properties therein as accorded said contract which holds in relevant part: "...[any] and [all] properties located on said land (externally and internally) as ascertained heretorfor, [thereon], and [therein] as agreed between Grantor and Grantee at the signing of...Quit Claim Deed, etc. inter alia." Quoting from the Quit Claim Deed Contract at Pg. 1, ¶ 5. (Emphasis in original). The Contract speaks for itself. Ignorance to the law is no defense. Especially where this Plaintiff is a formal and learned Doctor of psychotherapy, whose only loss her credential as such for reasons of her volition to knowingly commit felonious crimes whereby she betrayed the public's trust through her

lies, deceit, frauds and proclivities falsely believing upon here actions there and here that she is above the our State's Rule of Law that demand truth over false conjectures. Thus, the breach of contract and contempt of the legally entered and filed Deed with this Court's Register of Deeds Office.

## FIFTH AFFIRMATIVE DEFENSE

Defendant alleges that Plaintiff's recovery, if any, is barred by its failure to mitigate damages, or in the alternative, that Plaintiff's recovery, if any must be reduced by those damages that Plaintiff failed to mitigate which was each and every falsely alleged property claim asserted in plaintiff's estopped and non-factual Complaint before this Court that has no operation of law.

## SIXTH AFFIRMATIVE DEFENSE

Defendant alleges that Plaintiff has unclean hands with regard to its dereliction of duty to perform and adhere to a simple rudimentary and expressed contract dictates that is clearly unambiguous and binding in all respects heretofor – specifically, whereas here, plaintiff attempts and does repudiate a binding contract, its terms, conditions and grant in her estopped and frivolous complaint that's not accorded plaintiff's fictional and contradictory based quantum meruit contract barred claims, where plaintiff attempts to commit fraud upon this court to unjustly enrich herself through fraud, deceit and chicanery. Moreover, as a raised counterclaim of actual breach of contract by Defendant, plaintiff did illegally further violate the terms of the contract as was reported to the Hoke County Sheriff's Office, and captured by Defendant's 24 hr. Security Firm on 29 January 2018, whereas Plaintiff, having been cautioned by numerous Sheriff Deputies called to the premises for illegal acts of Plaintiff's trespassing thereon by the Defendant and/or his Security Firm breached the contract by stealing a vehicle that was part of the conveyance of said contract Quit Claim Deed – a 2004 Jeep MP, Vin. No. 114GK58K54W241125, and Title No. 775617151062152 that has precipitated one of Defendant's legal counterclaims under contract law amongst other breaches detailed in the counterclaim. See e.g., (Exhibit

"E," Copy of Title, Vehicle Report and Incident Report) as was investigated by Detective Lori Taylor, of the Hoke County Sheriff's Department, who questioned plaintiff and cautioned her that such violation of said contract could become a civil matter since there existed a contract, and the vehicle was [on] the land as conveyed by contract as part of said personal and real property conveyance therefore.

Furthermore, Plaintiff hand are unclean respecting its non-performance under its contract with Defendant and therefore, the doctrine of unclean hands is pled in bar of all Plaintiff's claims. The "clean hands" doctrine prevents recovery in equity where the party seeking relief comes to court with unclean hands. Ray v. Norris, 78 N.C. App. 379, 384, 337 S.E.2d 137, 141 (1985), disc. review denied, 316 N.C. 378, 342 S.E.2d 897 (1986). "The maxim applies to the conduct of a party..." Creech v. Melnik, 347 N.C. 520, 529, 495 S.E.2d 907, 913 (1998).

This established, Defendant will now point out to the Court contradictory writings as it relate to Plaintiff's estopped and fraudulent claims herein; 1) while still confined in the Wake County Jail, prior to Defendant and his Family packing up and giving up there then newly acquired home to enter this contract with Plaintiff, Plaintiff did write to Defendant numerous letters that proves that she is attempting to commit fraud on this court, to wit, one letter specifically and goes to the heart of this frivolous estopped complaint whereas – in a letter time stamped by the United States Postal Service of 09 January 2017, and addressed to the Defendant under his Pastoral name as Senior Pastor, Bishop of his Church Conference and Chief Apostle of the Diocese, nominally known as Emmaus Cathedral, GPACFB International Church, Inc., Plaintiff detailed specific property items included on her 3 page attachment to said Complaint that she clearly states that the Plaintiff could take full possession of, property he never requested, but did upon Plaintiff's promptings receive for value – Plaintiff states as follows in her letter: "Now as it relates to the house at 3300 Laurinburg Rd., Raeford, NC 28976. I still have my stuff in the house but I was thinking that you guys should just move on in the house. Instead of you first moving to 4160 Laurinburg Rd when I get out of jail I will move in that house. This would save you from moving twice. That house needs a

stove but has a huge industrial refrigerator. There are some items that will stay with the house because they are made for large rooms such as that, {so} you can have those items; the master bedroom furniture, the dinning room table and china cabinet, the side (in the dinning room) white furniture piece, the living room wall units (along the front wall and side wall). In the library you can have the file cabinets just please pour my files together in boxes and label them. You can have the office furniture in the file cabinet room and the library room. Please pack my books from the library. You can take all of it and store it one side of the great room (gym) until I come get it or move it into the house at 4160 Laurinburg Rd.([unlegiable] there a mile down the street) for me...[PLEASE TURN EXHIBIT OVER SIDEWAYS TO CONTINUE]... You can have the large grill in the back yard also, the swing on the back porch. You can also have the large T.V. In the living room but put all my other T.V.'s at the other house for me; See, (Exhibit "F" Letter Sent to Defendant from Plaintiff While she Was Incarcerated in Wake County Jail); at all times relevant hereto, Defendant states that the contradictory statements as un-sworn in Plaintiff's estopped complaint is clear and convincing evidence that this Plaintiff has no reservations for lying in order to achieve an objective end to unlawfully gain and enrich herself, even if it means blatantly lying to a Court of Competent Justice in her outlandish and egregious attempts to lead the court in the dark by way of her obvious frauds upon this court. This Plaintiff's hands are unclean and is therefore barred from recovering anything of the Defendant. Moreover, it is/was clearly documented by its terms as laid out in the Quit Claim Deed Contract in no uncertain terms under the English Language, N.C.G.S., Precedents of the Courts of North Carolina and defined in our Black Law Dictionary and elsewhere. Therefore, plaintiff's quantum meruit claims must fail it their entirety, and plaintiff is not entitled to recover nothing of the Defendant. For this reason, amongst others this Plaintiff is not only barred from the fraudulent relief she seek of this Court, this Plaintiff should be barred by Rule 11 from filing any further frivolous complaints within the jurisdiction of this Honorable Court; 2) a contract exist, and quantum meruit is therefore impermissible; 3) Plaintiff clearly breached several terms of said contract, including but not limited to fraudulently attempting to repudiate its terms thereof; 4) "As a general rule,

the remedy for breach of contract for the conveyance of personal property is an action at law, where damages are awarded." Bell v. Concrete Products, Inc., 263 N.C. 389, 390, 139 S.E.2d 629, 630 (1965). However, our Supreme Court has stated "there are recognized exceptions." Trust Co. v. Webb, 206 N.C. 247, 250, 173 S,E 598, 600 (1934). "Jurisdiction to enforce specific performance rests, not on the distinction between real and personal property, but on the ground that damages at law will not afford a complete remedy." Id. (citing Paddock v. Davenport, 107 N.C. 710, 12 S.E. 474 (1890); Tobacco Association v. Battle, 187 N.C. 260, 121 S.E. 629 (1924)). Here, the plain language of the contract, plaintiff's admissions in her letter mentioned supra., and other competent evidence in the record clearly proves plaintiff intended to convey to Defendant "... [any] and [all] properties located on said land (externally and internally) as ascertained heretorfor, [thereon], and [therein] as agreed between Grantor and Grantee at the signing of... Quit Claim Deed, etc. inter alia." The trial Court here is therefore authorized to provide "a complete remedy" in Defendant's favor. It would in nowise be error by this court as a matter of law by awarding Defendant's specific performance of the Quit Claim Deed Contract for the full conveyance terms as unambiguously agreed to by Plaintiff and Defendant herein for real property in an expressed contract, that included incidental personal property, as consideration for and part of the conveyance.

# SEVENTH AFFIRMATIVE DEFENSE

Defendant(S) assert the defense of "accord and satisfaction" as a bar to any recovery by Plaintiff.

#### EIGHTH AFFIRMATIVE DEFENSE

Defendant alleges that any issues regarding the "Quit Claim Deed" contract interpretation, though not ambiguous, or regarding the construction of the contract be construed against the Plaintiff, the

SWORN party and legal Grantor/Signer of the Contract, terms, content and accord of the satisfaction, ratification and binding effect thereof.

#### NINTH AFFIRMATIVE DEFENSE

Plaintiff officiously and/or gratuitously performed the crafting in signing, sealing and delivering the contract – a non-alleged and non-raised claim in contravention to the validity of said Sworn contract, whereby Plaintiff's estopped claims are heretofor and for all times barred as a matter of quasi and equitable estoppel prohibition, and was thereafter accepted, approved or ratified by Defendant, but rather as part of plaintiff's fraudulent estopped complaint was seemingly repudiated by that party, thus breaching the contract, legally accepted for value by Defendant Lent Christopher Carr, the Property Owner of subject property, and as the legal successor, grantee and assign, Defendant Lent Christopher Carr, did and do however, take full possession of said contract rights as governed by Law of assign and successor. However, to the extent that Plaintiff is claiming monies owed she is not entitled to for any irregularities of said contract in which Defendant did not approve either by contract or otherwise, but did and do accept the same for value, and reiterate Defendant accord and satisfaction defense as a bar for any recovery by Plaintiff, thus, Plaintiff is not entitled to such relief. Plaintiff can make no claim under Quantum Meruit for officious or gratuitous contractual drafting, signing and the Swearing thereof accorded law and practice of the State of North Carolina.

# TENTH AFFIRMATIVE DEFENSE

Plaintiff and Defendant, Lent Christopher Carr, had and have a contract by way of successor rights to the property in which Plaintiff has so fraudulently attempted to repudiate through her breaches of contract, and gain illegal leverage over through her estopped complaint in which is a clear and concise element of plaintiff's breach of contract, that Plaintiff did not and has not performed under, therefore, Plaintiff is not entitled to recover under Quantum Meruit since and actual contract exists. Further, a Quit Claim Deed Contract conveying both real and personal property is likewise pre-existing within the ambit of the Hoke County Register of Deeds Office, in contravention of plaintiff's most recent estopped complaint in quantum meruit.

#### **ELEVENTH AFFIRMATIVE DEFENSE**

The contributory negligence of the plaintiff serves as a bar to any recovery against Defendant based on negligence.

#### TWELFTH AFFIRMATIVE DEFENSE

Defendant assert the defense of the parol evidence rule and Plaintiff is barred from a recovery from Defendant.

#### THIRTEENTH AFFIRMATIVE DEFENSE

Defendant assert the defense of waiver and plaintiff is barred from a recovery from the Defendant.

# FORTEENTH AFFIRMATIVE DEFENSE

Defendant assert the law of unintended consequences whereby the Quit Claim Deed was drafted, and thereafter upon Plaintiff's own competent recognizance did legally sign, Swore before a Notary who is/was officially granted to administer oaths, the "Quit Claim Deed" Contract that created the real and personal conveyance, the binding effect thereof, the preclusion of quantum meruit, accord and satisfaction, the estoppel bar, and there was no a material breach of the agreement by Defendant, but rather the Plaintiff. As part of the estoppel effect of plaintiff's fraudulent complaint, Defendant also shows this Court that on 3 February 2017, Plaintiff further made Defendant her legal Power of Attorney, and stipulated in pertinent part: "[M]y Agent shall not be liable for any loss that result from a judgment error

that was made in good faith..." Refer to (Exhibit "G" Dual Power of Attorney). Therefore, any unintended consequences, though there are none as there exist a clear and concise contract is likewise barred by reason of Plaintiff holding Defendant harmless.

#### FIFTEENTH AFFIRMATIVE DEFENSE

Defendant assert the defense of forfeited collateral where both the Plaintiff and Defendant did enter into a binding contract for personal as well as real property. The Quit Claim Deed was completed and its terms thereof. Said Quit Claim Deed was thereafter filed in the Hoke County Register of Deeds Office. Plaintiff attempted to commit fraud upon this Court by omitting this critical fact in her estopped complaint inter alia upon information and belief as Plaintiff knew or should have known that quasi and equitable estoppel prohibition had attached, and arbitrary and fraudulent attack on the contract as entered was impermissible by operation of law, and as a direct and proximate result of Plaintiff's bad faith efforts to lead this court in the dark, inter alia, Plaintiff is barred from a recovery of Defendant.

#### SIXTEENTH AFFIRMATIVE DEFENSE

Pursuant to N.C.G.S. §1A-1, Rule 12(b)(6) plaintiff's ill procured, improperly placed, illegally and otherwise devised scheme of the improper Lis Pendens being filed in the record book as maintained by the Superior Clerk of Superior Court under File No. 18 M 00032 and indexed by reference at Book No. 01225 Page 0203, filed 4 February 2018, within the record keeping confines of the Hoke County Register of Deeds should be dismissed, and appropriate Rule 11 Sanctions to the full extent in which the Law allows should be imputed upon this plaintiff for her willful intent to violate N.C.G.S § 44A-12.1(c) which holds in pertinent part: ""Slander of title of property may be committed and published orally or by writing, printing or otherwise." Cardon v. McConnell, 120 N.C. 461, 462, 27 S.E. 109 (1897). "[T]he gist of the action is the special damage sustained, and unless the plaintiff shows the falsity of the words published, the malicious intent with which they were uttered, and a pecuniary loss or injury to himself, he cannot

maintain the action." Id. To establish a claim of slander of title, a plaintiff must allege: "(1) the uttering of slanderous words in regard to the title of someone's property; (2) the falsity of the words; (3) malice; and (4) special damages." Broughton, 161 N.C. App. at 30, 588 S.E. 2d at 28. Here in this case, however, the record is clear and unambiguous, and Defendant alleges that Defendant Jannetta Jordan did utter false, malicious and slanderous words by filing the lis pendens on the 3300 Laurinburg Road, Raeford, North Carolina Property, seeking to impose constructive and resulting trusts on the Property in which she was not otherwise authorized by the normal operation of law, fact and justification.

"Slander of title of property owned by Defendant Lent Christopher Carr, and as falsely claimed in plaintiff's estopped and frivolous quantum meruit action against the Defendant was committed knowingly and deceptively committed by plaintiff when she without good cause, authorization accorded North Carolina General Statutes, and improperly filed with the Clerk of Superior Court, and thereafter on the same day of 4 April 2018, was filed with the Hoke County Register of Deeds Office a document denominated as "Notice of Lis Pendens," and published by writing, and printing in which plaintiff knew or should have known she was not legally entitled to as their existed at the time of said filings an expressed contract between plaintiff and Defendant legally entered into with specific terms." Cardon v. McConnell, 120 N.C. 461, 462, 27 S.E. 109 (1897). [T]here, however, as a direct and proximate result thereof were special damage sustained against Defendant and his Real Property rights in which placed a cloud upon his title rights that caused credit issues to arise, not being able to fulfill his obligations between third party creditors as said cloud did cause a ripple effect whereby the Defendant's Banks were apprehensive in providing credit in which was previously approved until the detection of plaintiff's Notice of Lis Pendens, in which was newly acquired information even unbeknownst to Defendant was filed by plaintiff until such was stumbled upon when Defendant was cross indexing other documents as held by the Hoke County Register of Deeds Office.

Plaintiff's filing of said notice of lis pendens, as stated above was not legally authorized by law. [A] notice of lis pendens "is only authorized in actions affecting title to real property." Parker v. White, 235 N.C. 680 at 687 (1952)(citing N.C. Gen. Stat. §1-116). "In determining whether a cause of action affects title to real property within the meaning of G.S. §1-116(a)(1), the nature of the action must be analyzed by reference to the facts alleged in the body of the complaint rather than by what is contained in the prayer for relief." George v. Administrative Office of the Courts, 142 N.C. App. 479, 522 S.E.2d 699 (2001)(citing Pegram v. Tomrich Corp., 4 N.C. App. 413, 166 S.E.2d 849 (1969)). "Actions which are considered to fall within the lis pendens statute include actions to set aside deeds for mutual mistake, and other like cases..." Id. At 479. "[T]he courts of this state have consistently held that the lis pendens statute does not apply to an action the purpose of which is to secure a personal money judgment even though such a judgment, if obtained and properly docketed, is a lien upon the land of the defendant named in the complaint." Id. At 479(internal citations omitted).

As noted above, and Defendant Lent Christopher Carr, does hereby incorporate the allegations aforementioned with like effect as though the same was incorporated herein by reference, Jannetta Jordan does not allege a legal defect in the Quitclaim Deed whereas in plaintiff's estopped and fabricated complaint she readily admits that "Lent Carr place[] the property at 3300 Laurinburg Road, Raeford, N.C. 28376 in his name via Quit Claim Deed 'signed and notarized by Jannetta Jordan' on February 3, 2017." Plaintiff does not seek to set aside or modify the deed that transferred legal title to Defendant Lent Christopher Carr. The only allegation within the complaint purporting to have standing enshrined in plaintiff's convoluted reasoning and false quantum meruit claim that there was some sort of fictional verbal contract outside of a written and expressed contract as evidenced, whereby plaintiff assert by way of plaintiff's prayer for a non-entitled imposition of an ethereal equitable interest in Defendant Carr's personal finances despite a lawful quitclaim transfer of title rights and conveyance of clear title outside of plaintiff's responsibilities to inform Defendant that their were 5 years of outstanding taxes due of said Real Property;

the fact that when plaintiff conveyed the property she had indeed forfeited her rights to such via In Rem Foreclosure as sued by the Hoke County Tax Office in January, 2017, only a mere month prior to signing, swearing under the penalty of perjury and delivering said quitclaim deed over to Defendant; plaintiff failure to apprise Defendant Carr of a \$48,000.00 lien on the property by a Mr. Willie Harrell, Jr; plaintiff's irresponsibility and fraudulent concealment that she had secured another loan allegedly from an LLC out of Nevada by the tune of \$28,000.00, that purportedly was secured by the property, notwithstanding plaintiff's actions being the catalyst of Defendant being made an unsuspecting Defendant and party to an action he knows absolutely nothing about, and of course plaintiff's most recent fraudulent complaint here knowingly and intentionally attempting to commit fraud upon the court for unjust enrichment at yet again Defendant Lent Christopher Carr's expense *inter alia*.

As previously set forth herein, plaintiff's claim of relief and the body of her estopped complaint is not supported by law and must be dismissed in its entirety. None of plaintiff's allegations or claims purport to affect title as is required in order to justify the filing of a notice of lis pendens. The nature of plaintiff's action is not one affecting title to real property but is rather one seeking to secure an unjust enrichment for monetary judgment award. Therefore, the notice of lis pendens upon information and belief was procured, uttered and filed by plaintiff, knowing the same to be falsely made with the direct and malicious intent to slander the Defendant's title of property with producing the exact and sole malice, in which plaintiff knew or should have known would cause immediate and irreparable pecuniary loss, damages, injury, compensatory damages, actual damages, credit worthiness damages, derogatory business damages, personal and business defamation, emotional, mental pains and anguishes as a precursor to plaintiff's slanderous and illegally filed lis pendens against Defendant's real property rights. See e.g., Broughton, 161 N.C. App. at 30, 588 S.E.2d at 28. It is quite axiomatic upon information and belief when reviewing plaintiff's estopped and otherwise frivolous complaint that Plaintiff. Jannetta Jordan is vicariously liable for the resulting damages sustained by Plaintiff, Lent Christopher Carr, and

is in clear violation of N.C.G.S § 44A-12.1(c) which holds in pertinent part: "[A]ny person who causes or attempts to cause a claim of lien on real property or other document to be filed, knowing that the filing is not authorized by statute, or with the intent that the filing is made for an improper purpose such as to hinder, harass, or otherwise wrongfully interfere with any person, shall be guilty of a Class I felony."

#### RESERVATION and NONWAIVER

Defendant, Lent Christopher Carr, to this Answer, Affirmative Defenses, Motion to Dismiss, and Motion for Cancellation of Plaintiff's Improper Lis Pendens, do hereby reserves the right to plead additional affirmative defenses, and counterclaims against plaintiff which may be adduced through further investigation, discovery or at trial.

- [W]HEREFORE, Defendant, Lent Christopher Carr, respectfully prays unto the Court the following:

  That Plaintiff's Complaint be dismissed in its entirety, and that Plaintiff have and recover nothing from Defendant;
- 2. That Defendant be awarded litigant's fees and treble damages under N.C.G.S. § 75-1.1;
- 3. That Defendant be awarded punitive damages under the counterclaim as clearly enunciated in Defendant Answer, Affirmative Defenses, and Motion to Dismiss for fraudulent misrepresentation and fraud upon this Court and slander of title by Plaintiff;
- 4. That Defendant requests monetary relief in an amount of \$ LOW RANGE to \$ HIGH RANGE dollars at this time. Defendant cannot give a more specific answer to this request at this time as discovery is still ongoing in this matter. Further, Defendant asserts that Defendant is entitled to damages for past, present, and future pain and suffering, loss of full enjoyment of personal and real property as the subject of plaintiff's improper lis pendens and frivolously estopped quantum meruit complaint, loss of use of a personal property, and permanent slander being unjustly waged against his person and his real property.

These damages can not be determined by any formula and are to be determined by a jury in a manner which is just and fair. Further, Defendant's's request includes damages for (each and every alleged counterclaim as alleged and incorporated by reference above as though the same was plead herein). In any event, the Defendant does not request relief to exceed that as provided by law in the amount of \$(LIMITS) though Defendant reserves the right to amend this statement of relief requested;

- 5. That each and every relief requested in Defendant's Counterclaim be awarded in excess of \$10,000.00 respectfully;
- 6. That the Court grant damages for the theft of the Jeep that was and is part of the Quit Claim Deed Contract in an amount not in excess of \$7,993.36, plus interest and loss;
- 7. That the Court grant Defendant Unfair Trade Practices award, an amount to be proved at trial;
- 8. That this Honorable Court expedite the dismissal of plaintiff's non-claimed, but illegally and improperly filed lis pendens against Defendant's Property nominally known as 3300 Laurinburg Road, Raeford, North Carolina 28376 and issue its Order that the lis pendens which the plaintiff has filed as to the subject Real Property be cancelled;
- 9. The costs of this action be taxed against Plaintiff;
- 10. The Court grant Defendant such further relief as this Court deems just and reasonable; and;
- 11. That Rule 11 Sanctions be attributable to plaintiff as a deterrence in filing frivolous claims and improperly non-authorized Lis Pendens Notices in the future that slanders and deprives a real property's owner's quiet enjoyment to his Real Estate as protected under North Carolina Law, Practices and Procedures to the fullest extent under circumstance in which the Law allows;

#### 12. The Defendant demands a trial by jury.

This the 1/th day of May, 2018.

Respectfully submitted,

LENT CHRISTOPHER CARR, Defendant

3300 Laurinburg Road, Raeford N.C. 28376

emmauscorp.legalconsult@gmail.com (919)-417-6768

#### CERTIFICATE OF SERVICE

I hereby certify that on the 11<sup>th</sup> day of May, 2018, I, the Undersigned caused a true and correct copy of the foregoing Answer, Affirmative Defenses and Motion to Dismiss and Counterclaims to be served on Plaintiff, and the original and necessary copies of said Answer, Affirmative Defenses and Motion to Dismiss was served on this Court by placing the same in the United States Postal Service, Postage Prepaid and mailed to the following:

Jannetta Jordan

4160 Laurinburg Rd

Raeford, NC 28376

This the /14/2 day of May, 2018.

ent Christopher Carr, Litigant/Defendant

#### **VERIFICATION**

LENT CHRISTOPHER CARR, being first duly sworn, deposes and says that he is the DEFENDANT in the above entitled action; that he has read the foregoing document; that the same is true of his own respective knowledge, except as to those matters and things alleged therein upon information and belief, and to those things, he believes them to be true.

ENT CHRISTOPHER CARR

STATE OF NORTH CAROLINA

**COUNTY OF HOKE** 

I, Jerry Jrving, a NOTARY PUBLIC of the County and State aforesaid, do hereby certify that LENT CHRISTOPHER CARR, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 11th day of 2018.

**MY COMMISSION** 

STATE OF NORTH CAROLINA

COUNTY OF HOKE

FILED

IN THE GENERAL COURT OF **JUSTICE** SUPERIOR COURT DIVISION File No. 18 CVS 239

JANNETTA JORDAN,

2018 APR 25 A 11: 39

BY

HOKE CO., C.S.C.

NOTICE OF BANKRUPTCY

VS.

LENT CARR,

#### Defendant

**NOW COMES** undersigned counsel, and give notice to the court and parties in interest that a bankruptcy case under Chapter 13 of the United States Bankruptcy Code is pending concerning Defendant Lent Carr, Case No. 18-01386-5-JNC, United States Bankruptcy Court for the Eastern District of North Carolina, filed on Tuesday, March 20, 2018. The automatic stay is in effect in this case.

This notice is not intended as an appearance, and undersigned does not enter an appearance before this court on behalf of any party. The document is filed for the sole purpose of giving the notice made herein.

THIS the 20th day of April, 2018

Erich M. Fabricius

Bankruptcy Counsel for the Debtor

NC State Bar # 39667

Fabricius & Fabricius PLLC 106 N 1st Ave, Ste D. P.O. Box 1230

Knightdale, NC 27545-1230 Telephone: (919) 295-6001

Fax: (919) 890-3833

Email: emf@fabriciuslaw.com

# **CERTIFICATE OF SERVICE**

I, the undersigned Attorney for Defendant, do hereby certify that I have this day served a copy of the Notice of Bankruptcy by depositing a copy of the same in the U.S. Mail, postage prepaid, properly addressed as shown:

2018 APR 25 A 11: 3

Jannetta Jordan 4160 Laurinburg Rd. Raeford, NC 28376

THIS the 20th day of April, 2018

HOKE CO., C.S.C.

BY

Frich M. Fabricius NC State Bar # 39667

Fabricius & Fabricius PLLC 106 N 1st Ave, Ste D. P.O. Box 1230 Knightdale, NC 27545-1230 Telephone: (919) 295-6001

Fax: (919) 890-3833

Email: emf@fabriciuslaw.com

#### Case 18-80386 Doc 125 Filed 06/08/20 Page 73 of 220

		ed States Bankruptcy Court ern District of North Carolina Fayetteville Division	
Debtor 1	Lent Christopher Carr II	Social Security number or ITIN xxx-xx-9559	İ
Debtor 2	First Name Middle Name Last Name  Deltarina V. Carr	2018 APR 25 A I N 39 Social Security number of ITIN xxx-xx-6527	
(Spouse, if filing)	First Name Middle Name Last Name	HOKE CO., C.SINC	
Case number	18-01386-5-JNC	Date case filed for chapter 13 3/20/18	}

#### Official Form 3091

## Notice of Chapter 13 Bankruptcy Case

12/17

For the debtors listed above, a case has been filed under chapter 13 of the Bankruptcy Code. An order for relief has been entered. This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtors, the debtors' property, and certain codebtors. For example, while the stay is in effect, creditors cannot sue, garnish wages, assert a deficiency, repossess property, or otherwise try to collect from the debtors. Creditors cannot demand repayment from debtors by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although debtors can ask the court to extend or impose a stay.

Confirmation of a chapter 13 plan may result in a discharge. Creditors who assert that the debtors are not entitled to a discharge under 11 U.S.C. § 1328(f) must file a motion objecting to discharge in the bankruptcy clerk's office within the deadline specified in this notice. Creditors who want to have information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at <a href="https://www.pacer.gov">www.pacer.gov</a>).

The staff of the bankruptcy clerk's office cannot give legal advice.

To help creditors correctly identify debtors, debtors submit full Social Security or Individual Taxpayer Identification Numbers, which may appear on a version of this notice. However, the full numbers must not appear on any document filed with the court.

Do not file this notice with any proof of claim or other filing in the case. Do not include more than the last four digits of a Social Security or Individual Taxpayer Identification Number in any document, including attachments, that you file with the court.

1. Debtor's full name	About Debtor 1:  Lent Christopher Carr II	About Debtor 2: Deltarina V. Carr
2. All other names used in the last 8 years		aka Deltarina V. Diaz
3. Address	3300 Laurinburg Rd. Raeford, NC 28376	3300 Laurinburg Rd. Raeford, NC 28376
Debtor's attorney     Name and address	Erich M. Fabricius Fabricius & Fabricius PLLC PO Box 1230 Knightdale, NC 27545–1230	Contact phone: 919 295-6001
5. Bankruptcy trustee Name and address	Joseph A. Bledsoe III PO Box 1618 New Bern, NC 28563	Contact phone: 252 633-0074
6. Bankruptcy clerk's office Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at www.pacer.gov.	300 Fayetteville Street, 4th Floor P.O. Box 791 Raleigh, NC 27602	Office Hours: 8:30 a.m 4:30 p.m. Contact phone: 919-856-4752 Date: 3/20/18

For more information, see page 2

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Debtor Lent Christopher Carr II and Deltarina V. Carr

Case number 18-01386-5-JNC

Detors must attend the meeting to be questioned under oath. In a joint case, both spouses must attend. Creditors may attend. Creditors may attend. Creditors may attend. Creditors may attend, but are not required to do so.  The meeting may be continued or adjourned to a later date. If so, the date will be on the court  The meeting may be continued or adjourned to a later date. If so, the date will be on the court  The meeting may be continued or adjourned to a later date. If so, the date will be on the court  The meeting may be continued or adjourned to a later date. If so, the date will be on the court  The meeting may be continued or adjourned to a later date. If so, the date will be on the court  The meeting may be continued or adjourned to a later date. If so, the date will be on the court  The meeting may be continued or adjourned to a later date. If so, the date will be on the court  The meeting may be continued or adjourned to a later date. If so, the date will be on the court  The meeting may be continued or adjourned to a later date. If so, the date will be on the court  The meeting may be continued or adjourned to a later date. If so, the date will be on the court  The meeting may be continued or adjourned to a later date. If so, the date will be on the court  The meeting may be continued or adjourned to a later date. If so, the date will be on the court  The meeting may be continued or adjourned to a later date. If so, the date will be on the court  The meeting may be continued or adjourned to a later date. If so, the date will be on the court  The meeting not have a particular debts:  You must file:  The meeting not be the court of the court o	
Case, both spouses must attend. Creditors may attend, but are not required to do so.  The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.  The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.  The bankruptcy clerk's office must receive these documents and any required filing fee by the following deadlines.  Deadline to file a complaint to challenge dischargeability of certain debts:  You must file:  a motion if you assert that the debtors are not entitled to receive a discharge under U.S.C. § 1328(f) or  a complaint if you want to have a particular debt excepted from discharge under 11 U.S.C. § 523(a)(2) or (4).  Deadline for adjourned to a later date. If so, the date will be on the court docket.  Please bring a government ID with you to the meeting on This ID is required for entry building.  Filling deadline: 6/18/18  Filling deadline: 6/18/18  Filling deadline: 5/29/18  (except governmental units):  Deadline for governmental units to file a proof of claim.  A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be a signed statement describing a creditor's claim.	
B. Deadlines The bankruptcy clerk's office must receive these documents and any required filing fee by the following deadlines.  Deadline to file a complaint to challenge dischargeability of certain debts:  You must file:  a motion if you assert that the debtors are not entitled to receive a discharge under U.S.C. § 1328(f) or  a complaint if you want to have a particular debt excepted from discharge under 11 U.S.C. § 523(a)(2) or (4).  Deadline for all creditors to file a proof of claim (except governmental units):  Deadline for governmental units to file a proof of claim:  Deadlines for filing proof of claim:  A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be a proof of claim and the complaint in the complaint in the debtors are not entitled to receive a discharge under U.S.C. § 523(a)(2) or (4).  Filing deadline: 5/29/18  Filing deadline: 9/17/18	ilding, Third treet,
The bankruptcy clerk's office must receive these documents and any required filing fee by the following deadlines.  You must file:  • a motion if you assert that the debtors are not entitled to receive a discharge under U.S.C. § 1328(f) or  • a complaint if you want to have a particular debt excepted from discharge under 11 U.S.C. § 523(a)(2) or (4).  Deadline for all creditors to file a proof of claim (except governmental units):  Deadline for governmental units to file a proof of claim:  Deadlines for filing proof of claim:  A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be a proof of claim as a good of claim is a signed statement describing a creditor's claim.	of creditors.
You must file:  • a motion if you assert that the debtors are not entitled to receive a discharge under U.S.C. § 1328(f) or • a complaint if you want to have a particular debt excepted from discharge under 11 U.S.C. § 523(a)(2) or (4).  Deadline for all creditors to file a proof of claim (except governmental units):  Deadline for governmental units to file a proof of Filling deadline: 9/17/18 claim:  Deadlines for filing proof of claim:  A proof of claim is a signed statement describing a creditor's claim.	
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Deadlines for filing proof of claim:  A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be	
A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be	
www.nceb.uscourts.gov or any bankruptcy clerk's office. Alternatively, the claim may be filed ele the above website by accessing the Proof of Claim section. When filing electronically, it is not ne complete a paper claim form.	dectronically on 1
If you do not file a proof of claim by the deadline, you might not be paid on your claim. To be paid a proof of claim even if your claim is listed in the schedules that the debtor filed.	aid, you must file
Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. I claim submits the creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer For example, a secured creditor who files a proof of claim may surrender important nonmonetary including the right to a jury trial.	er can eynlain 🔝
The law permits debtors to keep certain property as exempt. If you conclus	ys after the sision of the ng of creditors
<ol> <li>Filing of plan</li> <li>The debtor has filed a plan. The plan and notice of confirmation hearing will be sent separately.</li> </ol>	
10. Creditors with a foreign address  If you are a creditor receiving a notice mailed to a foreign address, you may file a motion asking extend the deadline in this notice. Consult an attorney familiar with United States bankruptcy law questions about your rights in this case.	the court to w if you have any
11. Electronic noticing Parties may opt to receive notices from the court via email rather than U.S. Mail. Register at ebn	n.uscourts.gov
12. Filing a chapter 13 bankruptcy case  Chapter 13 allows an individual with regular income and debts below a specified amount to adjust according to a plan. A plan is not effective unless the court confirms it. You may object to confirm plan and appear at the confirmation hearing. A copy or summary of the plan, if not enclosed, will later, and if the confirmation hearing is not indicated on this notice, you will be sent notice of the hearing. The debtor will remain in possession of the property and may continue to operate the bundless the court orders otherwise.	ust debts mation of the ill be sent to you
The law allows debtors to keep certain property as exempt. Fully exempt property will not be sold to creditors, even if the case is converted to chapter 7. Debtors must file a list of property claimed You may inspect that list at the bankruptcy clerk's office or online at <a href="www.pacer.gov">www.pacer.gov</a> . If you belie does not authorize an exemption that debtors claimed, you may file an objection by the deadline.	ed as exempt. ieve that the law e.
Confirmation of a chapter 13 plan may result in a discharge of debts, which may include all or pa However, unless the court orders otherwise, the debts will not be discharged until all payments u are made. A discharge means that creditors may never try to collect the debt from the debtors pe as provided in the plan. If you want to have a particular debt excepted from discharge under 11 L 523(a)(2) or (4), you must file a complaint and pay the filing fee in the bankruptcy clerk's office by you believe that the debtors are not entitled to a discharge of any of their debts under 11 U.S.C. must file a motion. The bankruptcy clerk's office must receive the objection by the deadline to object must file a motion in line 8.	under the plan personally except U.S.C. &

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STATE OF NORTH CAROLINA	File No.
County	In The General Court Of Justice  District Superior Court Division
Name Of Plaintiff JANNETTA JORDAN	M: 03
Address 4160 LAURINBURG ROAD	CIVIL SUMMONS  ALIAS AND PLURIES SUMMONS (ASSESS FEE)
City, State, Zip RAEFORD, NC 28376	ALIAO AND I EGINES GOMMIONG (1992-99)
VERSUS	G.S. 1A-1, Rules 3 and 4
Name Of Defendant(s) LENT CARR	Date Original Summons Issued  Date(s) Subsequent Summons(es) Issued
To Each Of The Defendant(s) Named Below:	
Name And Address Of Defendant 1 LENT CARR 3300 LAURINBURG ROAD RAEFORD, NC 28376	Name And Address Of Defendant 2
Serve a copy of your written answer to the complaint upon the served. You may serve your answer by delivering a copy to the     File the original of the written answer with the Clerk of Superior If you fail to answer the complaint, the plaintiff will apply to the Counter And Address Of Plaintiff's Attorney (if none, Address Of Plaintiff)	ort for the relief demanded in the complaint.
JANNETTA JORDAN 4160 LAURINBURG ROAD RAEFORD, NC 28376	Fignature AM PM
RAEFORD, NC 26376	Deputy CSC Ssistant CSC Clerk Of Superior Court
ENDORSEMENT (ASSESS FEE)	Date Of Endorsement Time
This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is	Signature
extended sixty (60) days.	Deputy CSC Assistant CSC Clerk Of Superior Court
NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION less are heard by an arbitrator before a trial. The pass, what procedure is to be followed.	N programs in which most cases where the amount in controversy is \$25,000 or parties will be notified if this case is assigned for mandatory arbitration, and, if

(Over)

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		RETURN C	F SERVICE
I certify that this Summons and	f a copy of the con	nplaint were receive	ed and served as follows:
		DEFEN	DANT 1
Date Served	Time Served	АМРМ	Name Of Defendant
By delivering to the defend			
person of suitable age and	discretion then re	siding therein.	house or usual place of abode of the defendant named above with a
As the defendant is a corp below.	oration, service wa	as effected by delive	ering a copy of the summons and complaint to the person named
Name And Address Of Person W		il corporation, give title o	person copies loft with)
Defendant WAS NOT serv	ed for the following	g reason.	
		DEFEN	IDANT 2
Date Served	Time Served	MAM PM	Name Of Defendant
By delivering to the defend	lant named above	a copy of the sumr	nons and complaint.
By leaving a copy of the si person of suitable age and			house or usual place of abode of the defendant named above with a
As the defendant is a corp below.	oration, service wa	as effected by deliv	ering a copy of the summons and complaint to the person named
Name And Address Of Person V	Vith Whom Copies Left (	il corporation, give title o	f person copies left with)
Other manner of service (s	specify)		
☐ Defendant WAS NOT serv	red for the followin	g reason:	
Service Fee Paid		<del></del> -	Signature Of Deputy Sheriff Making Return
Date Received	<del></del>		Name Of Sheriff (type or print)
Date Of Return			County Of Sharilf

File no.	STATE OF NORTH CAROLINA
	HOKE COUNTY
	In the General Court of Justice
	District Court Division

JANNETTA JORDAN, Plaintiff 4160 Laurinburg Road Raeford, NC 28376 Hoke County (910) 583-0399

COMPLAINT FOR MONEY OWED

Versus

LENT CHRISTOPHER CARR, Defendant x individual 3300 Laurinburg Road Raeford, NC 28376 Hoke County

- 1. The Defendant is a resident of the County named above.
- 2. The Defendant owes me the money listed for the following reason:

Defendant and I entered into a verbal agreement on or around January 17, 2017. Verbal agreement was for Lent Carr to: pay back taxes on the property located at 3300 Laurinburg Road, Raeford, NC 28376 (\$12,432.21) with Lent Carr's 401K plan; Lent Carr place the property at 3300 Laurinburg Road, Raeford, NC 28376 in his name via Quit Claim Deed signed and notarized by Jannetta Jordan on February 3, 2017; secure a loan on behalf of Jannetta Jordan (using the property at 3300 Laurinburg Road as collateral on the loan) in the amount of \$250,000.00; Lent Carr was to deduct \$23,000.00 from the loan amount for himself (to reimburse him for paying the past due property taxes and \$10,000.00 for completing all transactions).

Instead of completing the verbal agreement as stated, Lent Carr found a check of Jannetta Jordan at the home located at 3300 Laurinburg Road, Raeford, NC 28376 and wrote the amount of \$9,050.00 to the Hoke County tax office stating that Jannetta Jordan had told him (Lent Carr) to write this check to the Hoke County tax office. Lent Carr presented the check with my signature in which he forged. The tax office staff stamped the Quit Claim Deed as having all tax obligations paid and Lent Carr immediately recorded fraudulent deed with the Register of Deeds. At that time, Lent Carr legally became the Registered Owner of the property located at 3300 Laurinburg Road, Raeford, NC 28376. Lent Carr never obtained the loan in the amount of \$250,000.00 as agreed upon. This is a breach of contract.

Principal Amount owed: \$250,000.00

Interest owed: \$0

Total Amount owed: \$250,000.00

3. I demand to recover the total amount listed above, plus interest and reimbursement for court costs.

Date: 4/4/2018 Name of Plaintiff: JANNETTA JORDAN Signature: Janutte Gordan

STATE OF NORTH CAROLINA	IN THE GENERAL COURT OF JUSTICE
HOKE COUNTY	SUPERIOR COURT DIVISION  Case No.
JANNETTA JORDAN Plaintiff	18 H 32
VS.	NOTICE OF LIS PENDENS
LENT CARR Defendant	
This notice of Lis Pendens, filed in the Office notice that:	of Hoke County, North Carolina, shows and gives
<ol> <li>Hoke County. The action is identified</li> <li>The names of the parties of the action is Lent Carr, defendant.</li> <li>The nature and purpose of the above rewrongful termination of Plaintiff's post Laurinburg Road, Raeford, North Card Defendant with respect to the Real Proplaintiff regarding the agreed compens</li> </ol>	
4. Plaintiff is requesting that a Judgment 3300 Laurinburg Road, Raeford, North Ca	E Lien be placed upon the real property located at arolina, Hoke County.
the North Carolina General Statutes N.C.C	rsuant to the provisions of Chapter 1, Article 11 of G.S. $\xi$ 1-116, $\xi$ 1-116(b)(1)-(4), and $\xi$ 1-116.1 and 9, Article 3A, et seq. and all persons shall take
This the 4th day of April, 20	018. Jorda

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STATE OF NORTH CAROLINA	File No.
	In The General Court Of Justice
Name And Address Of Plaintiff JANNETTA JURDAN	(1) 소설 사용 (1)
4160 LAULINBURG RU	
	SERVICEMEMBERS CIVIL RELIEF ACT
Raeford, No 28372 VERSUS	AFFIDAVIT
Name And Address Of Defendant	ALLIDAVII
LENT CARR	
22-2 Lawin hur Rd	
3300 Laurin burg Rd. Raeford, No 28376	50 U.S.C. 3901 to 4043
NOTE: Though this form may be used in a Chapter 45 Enreclosure action if	is not a substitute for the certification that may be required by G.S. 45-21.12A.
	DAVIT
I, the undersigned Affiant, under penalty of perjury declare the f	
The results from my use of that website are attached.  (NOTE: The Servicemembers Civil Relief Act Website is a web	ove is not in military service."
is for the user to install all of the DoD's public certificates in their b. I have not used the Servicemembers Civil Relief Act Wel defendant's military service: (State how you know the defendant)  Light Care information that he has no	bsite and the following facts support my statement as to the dant is not in the military. Be specific.)
for a paried of more than 30 consecutive days for numoses of reso	onding to a national emergency; active service as a commissioned officer of eric Administration; any period of service during which a servicemember is
SWORN/AFFIRMED AND SUBSCRIBED TO BEFORE ME	Date 4/4/18
Date 1 1 1 1	Signature Of Affiant
4/4/18	Herneth Girden
Schalurg Of Ferson Authorized to Administer Oaths	Name Of Affiant (type or print)
Muchell TT/A	JANNETTA JORDAN 4160 Laurinburg Rd. Reeford, NC 28376
On the Control of the	4160 Laucinburge Rd.
Deputy CSC Sissistant CSC Clerk Of Superior Court Magistrate	O 2 1 ( ) DOTE
SEAL Notary Date My Commission Expires	
NOTE TO COURT: Do not proceed to enter judgment in a non-crimina	of case in which the defendant has not made an appearance until a

OTE TO COURT: Do not proceed to enter judgment in a non-criminal case in which the defendant has not made an appearance until a Servicemembers Civil Relief Act affidavit (whether on this form or not) has been filed, and if it appears that the defendant is in military service, do not proceed to enter judgment until such time that you have appointed an attorney to represent him or her.

#### Information About Servicemembers Civil Relief Act Affidavits

#### 1. Plaintiff to file affidavit

In any civil action or proceeding, including any child custody proceeding, in which the defendant does not make an appearance, the court, before entering judgment for the plaintiff, shall require the plaintiff to file with the court an affidavit—

(A) stating whether or not the defendant is in military service and showing necessary facts to support the affidavit; or

(B) if the plaintiff is unable to determine whether or not the defendant is in military service, stating that the plaintiff is unable to determine whether or not the defendant is in military service.

50 U.S.C. 3931(b)(1).

2. Appointment of attorney to represent defendant in military service

If in a civil action or proceeding in which the defendant does not make an appearance it appears that the defendant is in military service, the court may not enter a judgment until after the court appoints an attorney to represent the defendant. If an attorney appointed to represent a service member cannot locate the service member, actions by the attorney in the case shall not waive any defense of the service member or otherwise bind the service member. 50 U.S.C. 3931(b)(2). State funds are not available to pay attorneys appointed pursuant to the Servicemembers Civil Relief Act. To comply with the federal Violence Against Women Act and in consideration of G.S. 50B-2(a), 50C-2(b), and 50D-2(b), plaintiffs in Chapter 50B, Chapter 50C, and Chapter 50D proceedings should not be required to pay the costs of attorneys appointed pursuant to the Servicemembers Civil Relief Act. Plaintiffs in other types of actions and proceedings may be required to pay the costs of attorneys appointed pursuant to the Servicemembers Civil Relief Act. The allowance or disallowance of the ordering of costs will require a case-specific analysis.

3. Defendant's military status not ascertained by affidavit

If based upon the affidavits filed in such an action, the court is unable to determine whether the defendant is in military service, the court, before entering judgment, may require the plaintiff to file a bond in an amount approved by the court. If the defendant is later found to be in military service, the bond shall be available to indemnify the defendant against any loss or damage the defendant may suffer by reason of any judgment for the plaintiff against the defendant, should the judgment be set aside in whole or in part. The bond shall remain in effect until expiration of the time for appeal and setting aside of a judgment under applicable Federal or State law or regulation or under any applicable ordinance of a political subdivision of a State. The court may issue such orders or enter such judgments as the court determines necessary to protect the rights of the defendant under this Act. 50 U.S.C. 3931(b)(3).

4. Satisfaction of requirement for affidavit

The requirement for an affidavit above may be satisfied by a statement, declaration, verification, or certificate, in writing, subscribed and certified or declared to be true under penalty of perjury. 50 U.S.C. 3931(b)(4). The presiding judicial official will determine whether the submitted affidavit is sufficient.

5. Penalty for making or using false affidavit

A person who makes or uses an affidavit permitted under 50 U.S.C. 3931(b) (or a statement, declaration, verification, or certificate as authorized under 50 U.S.C. 3931(b)(4)) knowing it to be false, shall be fined as provided in title 18, United States Code, or imprisoned for not more than one year, or both. 50 U.S.C. 3931(c).

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STATE OF NORTH CAROLINA		ie No.	
HOKE County			ral Court Of Justice Superior Court Division
Name Of Plaintiff			
JANNETTA JORPAN VERSUS	300.00	PETITION TO PI	
Name Of Defendant	1.4. 5.0	AS AN INDIC	JEN I
LENT CHRISTOPHER CARR, II			G.S. 1-110; 7A-228
AF	FIDAVIT		
(check one of the four boxes below)  Petition To Assert Claims - As a party in the above entitled active prosecution of the claims I have asserted. Therefore, I now petition I am an inmate in the custody of the Division of Adult Corre (NOTE TO CLERK: If this block is checked, this Petition must be file a notice of hearing on a motion. Therefore, I now petition the cost for the appeal of this action from small claims to district appeal this action to district court as an indigent.  Petition To File Expunction Petition - As the petitioner in the the required costs to file an expunction petition. Therefore, I not petition as an indigent.  (check one or more of the boxes below as applicable)  I am presently a recipient of  Supplemental Nutrition Assistance Program (SNAP/food signs).  I am represented by a legal services organization that has as its am represented by private counsel working on behalf of such a or have your attorney sign the certificate below.)  Although I am not a recipient of SNAP/food stamps, TANF, or SIAP/food stamps	on, I affirm that I a on the Court for ar ection and Juven submitted to a Sup tion, I affirm that he Court for an o entitled small cla ct court. Therefor e above entitled a ow petition the Co tamps). Ter s primary purpose I legal services or	n order allowing me to assentile Justice.  Perior Court Judge for disposition of the manner allowing me to file my ims action, I affirm that I and fine in a manner allowing me to file my firm that I am fine out for an order allowing manner of the furnishing of legal services the furnishing of legal services in the furnishing in the fu	t my claims as an indigent.  on provided on the reverse.)  dvance the required costs to motion as an indigent.  In financially unable to pay for an order allowing me to ancially unable to advance to file my expunction  edy Families (TANF).  ices to indigent persons, or I om your legal services attorney
advance the costs of filing this action or appeal.  SWORN/AFFIRMED AND SUBSCRIBED TO BEFORE M	Date U///		
Date   11 0 010 Signature 15 0 0 1 0	Signature Of Pe		
4-4-2018 Lenette L. Dial	Jamette	gode	
Title Of Person Authorized to Agrinisty Oaths Notary, Hoke County, North Carolin	Name And Addr	ess Of Petitioner (type or print)	
Notary Hoke County, North Carolin	ULL V HINNET	A VURDAN	
WEITE .	THE LAW	RINBUSE Rd. 28376	
NOT 01 77-19-2022	Krefund, NC	· 28376	
CERTIFICATE OF LEGAL SERV			
that the above named petitioner is represented by a legal total services to indigent persons or is represented by private courganization.	services organiz unsel working on	ation that has as its primar behalf of or under the ausp	y purpose the furnishing of pices of such legal services
Dail LIC COUNTY WOUNTER	Signature		
National Market (type or print)			
Based on the Affidavit appearing above, it is ORDERED that:	ORDER		
the petitioner is authorized to assert claims, to appeal, or file n	otices of hearing	or petitions in this action a	s an indigent.
		Assistant CSC	Clerk Of Superior Court
4/4/18 Whichellet		Judge	Magistrate (for appeal only)
NOTE TO CLERK: If the petitioner is NOT a recipient of SWAPProod stambehalf of legal services, you may ask for additional financial information to	nps, TANF, SSI or i o determine whethe	s NOT represented by legal se or the petitioner is unable to pa	ervices or a private attorney on by the costs.

(Over)

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		ORDER - DACJJ IN	MATES			
The undersigned sup and Juvenile Justice	perior court judge of this district and that the complaint	t finds that the petitioner	is an inmate	e in the custody	y of the Di	ivision of Adult Correction
is not frivolous.						
is frivolous.						
It is ORDERED that						
the petitioner is a	uthorized to sue in this action	as an indigent.				
	ot authorized to sue as an ind					
the action is dism						
Date	Name Of Superior Court Judge (typ	e or print)	Signature Of	Superior Court Jud	dge	
		CERTIFICATION	)N			
I certify that this Petit office or official depo	ion has been served on the pa sitory under the exclusive care	arty named by depositing and custody of the Unit	a copy in a ed States Po	post-paid prop ostal Service.	erly addre	essed envelope in a post
Date	Signature		Deputy	CSC Assi	stant CSC	Clerk Of Superior Court
NOTE: G.S. 1-110(b) p.	rovides: "The clerk of superior cou	rt shall serve a copy of the	order of dismi	ssal upon the pri	son inmate	3."

(TYPE OR PRINT IN BLACK INK) STATE OF NORTH CAROLINA	File No.
HOKE County	In The General Court Of Justice  District Superior Court Division
Name Of Applicant JANNETTA JURDAN  Street Number And Street Name, Including Apartment Or Unit Number If Appli  4160 Lawindows Rd.  City, State And Zip Code  Rwyford, No H376  Full Pelmanent Mailing Address Of Applicant (If Different Than Above)	CIVIL AFFIDAVIT OF INDIGENCY
Telephone Number Of Applicant  (96) 583-0399  Plaintiff  Defendant  Full Social Security No.	y No. G.S. 7A-450 et seq
MONTHLY INCOME (money you make)	MONTHLY EXPENSES (money you pay out)
Employment - Applicant \$ -	Number Of Dependents
Name And Address Of Applicant's Employer	Shelter Buying Renting \$
(If not employed, state reason; if self-employed, state trade)	Food (including Food Stamps) \$ 200, 00
N <sub>/A</sub>	Utilities (power, water, heating, phone, \$300.
Other Income (Welfare, Food Stamps, \$ 191,50	Health Care \$ ↔
S/S, Pensions, etc.)  Employment - Spouse  \$ N/A	Installment Payments    Vehicle   Other   \$ 150
Name And Address Of Spouse's Employer	Car Expenses (gas, insurance, etc.)  Support Payments  Other: (specify) Schiller colling  \$ 500
Total Monthly Income \$ 191, 00	Total Monthly Expenses \$ 1550. @
	ASSETS LIABILITIES (amounts you owe)
Cash On Hand And In Bank Accounts (List Name Of Bank & Account No.)	\$ &
Money Owed To Or Held For Applicant	\$
Motor Vehicles (List Make, Model, Year)	(Fair Market Value) (Balance Due)
2005 Dodge Caraver	\$ 5000
Real Estate 521 Gettin Form Rd.; Raufund Mc 25376	(Fair Market Value) (Balance Due) \$ 25,000 \$ &
Personal Property	(Fair Market Value) (Balance Due) \$
Other Debts	\$
Last Income Tax Filed 20 15 Refund Owe	e \$ \$
Other	\$\$
Total Assets And Liabilities	\$ 30,000_ \$ 39,050.
Bond Type Amount	By Whom Posted

ICE TO PERSONS REQUESTING INDIGENCY OR PARTIAL INDIGENCY DESIGNAT
---

- 1. When answering the questions on the Affidavit Of Indigency (reverse side of this form), please do not discuss your case with the interviewer. The interviewer can be called as a witness to testify about any statements made in his/her presence. Do not ask the interviewer for any advice or opinion concerning your case.
- 2. A designation of indigency relieves your obligation to pay all of the arbitration fee. A designation of partial indigency requires you to pay your appropriate percentage of your pro rata share of the arbitration fee prior to arbitration. Failure to pay the arbitration fee will result in the entry of a civil judgment against you, which will accrue interest at the legal rate set out in G.S. 24-1 from the date of the entry of judgment. Your North Carolina Tax Refund and/or North Carolina Lottery winnings may be taken.
- 3. The information you provide may be verified, and your signature below will serve as a release permitting the interviewer to contact your creditors, employers, family members, and others concerning your eligibility for an indigency designation. A false or dishonest answer concerning your financial status and lead to present the perjury. See G.S. 7A-456(a) ("A false material statement made by a person under oath or affirmation in regard to the question of his indigency constitutes a Class I felony.").

Under penalty of perjury, I declare that the information provided on this form is true and correct to the best of my knowledge, and that I am financially unable to pay all or part of the arbitration fees prior to the arbitration. I now request that I be designated indigent or partially indigent. I authorize the Court to contact my creditors, employers, or family members, any government agencies or any other entities listed below concerning my eligibility for such designation.

I further authorize my creditors, employers, or family members, any governmental agencies or any other entities listed below to release financial information concerning my eligibility for such designation upon request of the Court.

Governmental Agencies Or Other Entities Authorized To Be Contacted And/Or To Release Information

SWORN/AFFIRMED AND SUBSCRIBED TO BEFORE ME		Date 4/4/18	
Date	Signature	Signature Of Applicant  Jamelle Jurch  Name Of Applicant (Type Or Print)	
☐ Deputy CSC ☐ Assistant CSC ☐ Clerk Of Superior Court ☐ Magistrate		Name Of Applicant (Type Or Print)  JANNETTA JOROAN	
Notary	Date My Commission Expires	Plaintiff Defendant	
SEAL	County Where Notarized		

Hoke County DSS P.O. Box 340 Raeford, NC 28376 Case 18-80386

Doc 125

Filed 06/08/20 Page 85 of 22

Case Identifier: 210395245 Worker: DEMETRIA BLUE Date Generated: 12-14-2017

Hoke County DSS P.O. Box 340 Raeford, NC 28376 JANNETTA JORDAN 3300 LAURINBURG RD RAEFORD, NC 28376

#### NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES Division of Social Services(DSS) Notice of Eligibility, Denial, or Pending Status

We are writing to tell you about the action we've taken on your Food and Nutrition Services case. If you have been approved to receive Public Assistance and/or SSI benefits or benefits from a State or local General Assistance program let your local agency know. We've explained our action below.

- · Your household is eligible for Food and Nutrition Services for the first month you applied. Your household's first month of benefits are prorated, meaning you will not receive a full month for your month of application. Your first month of benefits will only include the days that start with your application date and run through the last day of the month. Your benefits for the month of 12-2017 is \$115.
- · Your household is not meeting the Able-Bodied Adults without Dependents work requirements and received 0 available month(s) of Food and Nutrition Services, your household is only eligible to receive the month(s) of 01-01-2018 to 03-31-2018. The amount is \$192. If you believe you are meeting the work requirements or are exempt, contact your caseworker.

If you have questions, please call your caseworker, DEMETRIA BLUE, at 910-878-1951.

You can have a fair hearing of your case if you do not agree with our decision. You must request a hearing no later than 03-14-2018. In addition, if you have been certified, you can request a hearing at any time to dispute your current level of benefits. To request a fair hearing, call the Food and Nutrition Services office at 910-875-8725 or fill out and return the third page of this form. You can also call this number if you want to know more about how a fair hearing works. Free legal advice is available. Contact Legal Aid of North Carolina office. Street: 224 South Dawson St. Raleigh, NC 27601. Mailing: PO Box 26087 Raleigh, NC 27611 1-866-219-5262.

## Case 18-80386 Doc 125 Filed 06/08/20 Page 86 of 220

Hoke Coun Clerk of Superior Court, Kasford NC
Civil Receipting

VCAP Receipting	True by		
(Print validation on back of form)	File Number(s)  18 CVD 239		
VCAP FLAG: YN	Book and Page or Abstract (Judgment) #		
Arbitration Fee: 24311 \$(n)  Arbitration: 24310 \$(y)  TRIAL DE NOVO	Party ID: P-1  Payor Name: Jordan, Jannetta  Party ID: D-1		
	Payee Name: Cann, Lent		
Execution:  □ 21430 \$	Filing Fees:		
Transcript Fee:  □ 21440 \$	□ CVSC \$		
Copy: 21410 \$ 2.25	□ CVM\$		
Misc: □ 21400 \$	CDDC \$ Service Fees:		
Misc Filing Fee:  □ 21435 \$	□ Sheriff \$(225)		
<b>Motions:</b> □ 21450 \$	☐ City \$(235)  Municipality:		
Alias & Pluries:  □ 21455 \$	County of Other Jurisdiction:		
Bond Forfeiture After Judgment:			
22800 \$	Judgment Payment: 26115 (JA) \$		
Bond Forfeiture Before Judgment:	Dudgment Poyment: 26120(Pooks) 6		
22800 \$	Judgment Payment: 26120(Books) \$		
Upset Bid:	Attorney Fees: \$		
26700 \$	Name:		
	TOTAL: \$		

Case 18-80386 Doc 125 Filed 06/08/20 Page 87 of 220 Hoke Count Clerk of Superior Court, R ford NC

Civil Receipting

VCAP Receipting (Print validation on back of form)	File Number(s) 18 CVE 239
VCAP FLAG: YN	Book and Page or Abstract (Judgment) #
Arbitration Fee: 24311 \$	Party ID:  Payor Name: Lest Can
	Party ID:
Execution:  □ 21430 \$  Transcript Fee:  □ 21440 \$  Gopy:  → 21410 \$  Misc:  □ 21400 \$  Misc Filing Fee:  □ 21435 \$  Motions:  □ 21450 \$  Alias & Pluries:  □ 21455 \$  □ 21455 \$	Filing Fees:  CVSC \$
Bond Forfeiture After Judgment:  22800 \$  Bond Forfeiture Before Judgment:  22800 \$  Upset Bid:  26700 \$	Judgment Payment: 26115 (JA)       \$

#### Rule 45. Subpoena.

- (a) Form; Issuance. -
  - (1) Every subpoena shall state all of the following:
    - a. The title of the action, the name of the court in which the action is pending, the number of the civil action, and the name of the party at whose instance the witness is summoned.
    - b. A command to each person to whom it is directed to attend and give testimony or to produce and permit inspection and copying of designated records, books, papers, documents, electronically stored information, or tangible things in the possession, custody, or control of that person therein specified.
    - c. The protections of persons subject to subpoenas under subsection (c) of this rule.
    - d. The requirements for responses to subpoenas under subsection (d) of this rule.
  - A command to produce records, books, papers, electronically stored information, or tangible things may be joined with a command to appear at trial or hearing or at a deposition, or any subpoena may be issued separately. A subpoena may specify the form or forms in which electronically stored information is to be produced.
  - (3) A subpoena shall issue from the court in which the action is pending.
  - (4) The clerk of court in which the action is pending shall issue a subpoena, signed but otherwise blank, to a party requesting it, who shall complete it before service. Any judge of the superior court, judge of the district court, magistrate, or attorney, as officer of the court, may also issue and sign a subpoena.
- (b) Service. -
  - (1) Manner. Any subpoena may be served by the sheriff, by the sheriff's deputy, by a coroner, or by any person who is not a party and is not less than 18 years of age. Service of a subpoena upon a person named therein shall be made by delivering a copy thereof to that person or by registered or certified mail, return receipt requested. Service of a subpoena for the attendance of a witness only may also be made by telephone communication with the person named therein only by a sheriff, the sheriff's designee who is not less than 18 years of age and is not a party, or a coroner.
  - (2) Service of copy. A copy of the subpoena served under subdivision (b)(1) of this subsection shall also be served upon each party in the manner prescribed by Rule 5(b).
  - (3) Subdivision (b)(2) of this subsection does not apply to subpoenas issued under G.S. 15A-801 or G.S. 15A-802.
- (c) Protection of Persons Subject to Subpoena. -
  - (1) Avoid undue burden or expense. A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing an undue burden or expense on a person subject to the subpoena. The court shall enforce this subdivision and impose upon the party or attorney in violation of this requirement an appropriate sanction that may include compensating the person unduly burdened for lost earnings and for reasonable attorney's fees.
  - (2) For production of public records or hospital medical records. Where the subpoena commands any custodian of public records or any custodian of hospital medical records, as defined in G.S. 8-44.1, to appear for the sole purpose of producing certain records in the custodian's custody, the custodian subpoenaed may, in lieu of personal appearance, tender to the court in which the action is pending by registered or certified mail or by personal delivery, on or before the time specified in the subpoena, certified copies of the records requested together with a copy of the subpoena and an affidavit by the custodian testifying that the copies are true and correct copies and that the records were made and kept in the regular course of business, or if no such records are in the custodian's custody, an affidavit to that effect. When the copies of records are personally delivered under this subdivision, a receipt shall be obtained from the person receiving the records. Any original or certified copy of records or an affidavit delivered according to the provisions of this subdivision, unless otherwise objectionable, shall be admissible in any action or proceeding without further certification or authentication. Copies of hospital medical records tendered under this

- (1) Form of . ponse. A person responding to a s. poena to produce records, books, documents, electronically stored information, or tangible things shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the request.
- (2) Form of producing electronically stored information not specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it ordinarily is maintained or in a reasonably useable form or forms.
- (3) Electronically stored information in only one form. The person responding need not produce the same electronically stored information in more than one form.
- Inaccessible electronically stored information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, after considering the limitations of Rule 26(b)(la). The court may specify conditions for discovery, including requiring the party that seeks discovery from a nonparty to bear the costs of locating, preserving, collecting, and producing the electronically stored information involved.
- (5) Specificity of objection. When information subject to a subpoena is withheld on the objection that it is subject to protection as trial preparation materials, or that it is otherwise privileged, the objection shall be made with specificity and shall be supported by a description of the nature of the communications, records, books, papers, documents, electronically stored information, or other tangible things not produced, sufficient for the requesting party to contest the objection.
- (d1) Opportunity for Inspection of Subpoenaed Material. A party or attorney responsible for the issuance and service of a subpoena shall, within five business days after the receipt of material produced in compliance with the subpoena, serve all other parties with notice of receipt of the material produced in compliance with the subpoena and, upon request, shall provide all other parties a reasonable opportunity to copy and inspect such material at the expense of the inspecting party.
  - (e) Contempt; Expenses to Force Compliance With Subpoena. -
    - (1) Failure by any person without adequate excuse to obey a subpoena served upon the person may be deemed a contempt of court. Failure by any party without adequate cause to obey a subpoena served upon the party shall also subject the party to the sanctions provided in Rule 37(d).
    - (2) The court may award costs and attorney's fees to the party who issued a subpoena if the court determines that a person objected to the subpoena or filed a motion to quash or modify the subpoena, and the objection or motion was unreasonable or was made for improper purposes such as unnecessary delay.
  - (f) Discovery From Persons Residing Outside the State. -
    - (1) Any party may obtain discovery from a person residing in another state of the United States or a territory or an insular possession subject to its jurisdiction in any one or more of the following forms: (i) oral depositions, (ii) depositions upon written questions, or (iii) requests for production of documents and tangible things. In doing so, the party shall use and follow any applicable process and procedures required and available under the laws of the state, territory, or insular possession where the discovery is to be obtained. If required by the process or procedure of the state, territory, or insular possession where the discovery is to be obtained, a commission may issue from the court in which the action is pending in accordance with the procedures set forth in subdivision (2) of this subsection.
    - (2) Obtaining a commission.
      - a. The party desiring a commission to obtain discovery outside the State shall prepare and file a motion indicating the party's intent to obtain a commission and requesting that the commission be issued.

- b. The non-shall indicate that the moving party has conferred, or describe fully the moving party's good faith attempts to confer, with counsel for all other parties regarding the request and shall indicate whether the motion is unopposed. The motion shall also attach a copy of any proposed subpoena, notice of deposition, or other papers to be served on the person from whom the moving party is seeking to obtain discovery.
- c. The motion shall indicate that counsel for the moving party has read the applicable rules and procedures of the foreign state and that the moving party will comply with those rules and procedures in obtaining the requested discovery.
- d. If the motion reflects that it is unopposed or indicates that the moving party has made reasonable, good faith efforts to confer with all other parties and that no other party has indicated that it opposes the motion, the motion shall immediately be placed on the calendar for a hearing within 20 days before the court in which the action is pending where the commission shall be issued. However, if the court determines, in its discretion, that the moving party has failed to make reasonable, good faith efforts to confer with all other parties prior to filing the motion, the court shall refuse to issue the commission, and the motion shall be denied.
- e. If the motion does not reflect that it is unopposed or that the moving party has made reasonable, good faith efforts to confer with all other parties and that no other party has indicated that it opposes the motion, any party wishing to oppose the motion shall file written objections to issuance of the commission within 10 days of being served with the motion, and the motion shall immediately be placed on the calendar for a hearing to be held within 20 days before the court in which the action is pending. The hearing may be held by telephone in the court's discretion. The court may refuse to issue the commission only upon a showing of substantial good cause to deny the motion.
- f. If the court, in its discretion, determines that any party opposing the motion did so without good cause, the court shall require the party opposing the motion to pay the moving party the reasonable costs and expenses incurred in obtaining the order, including attorneys' fees, unless circumstances exist which make an award of expenses unjust.
- (3) In addition to any terms required by the foreign jurisdiction to initiate the process of obtaining the requested discovery, the commission shall:
  - a. State the time and place at which the requested discovery is to occur;
  - b. State the name and address of the person from whom the discovery is sought, if known, and, if unknown, a general description sufficient to identify the person or the particular class or group to which he or she belongs; and
  - c. Attach a copy of any case management order, discovery order, local rule, or other rule or order establishing any discovery deadlines in the North Carolina action. (1967, c. 954, s. 1; 1969, c. 886, s. 1; 1971, c. 159; 1975, c. 762, s. 3; 1983, c. 665, s. 1; c. 722; 1989, c. 262, s. 1; 2003-276, s. 1; 2007-514, s. 1; 2011-199, s. 6; 2011-247, s. 3.)

## Case 18-80386 Doc 125 Filed 06/08/20 Page 91 of 220

Hoke Cot ty Clerk of Superior Court, Laeford NC Civil Receipting

VCAP Receipting (Print validation on back of form)	File Number(s)   8 CVS 239		
VCAP FLAG: YN	Book and Page or Abstract (Judgment) #		
Arbitration Fee: 24311 \$	Party ID: DI Payor Name: Carr II		
	Party ID:		
Execution:  1 21430 \$  Transcript Fee:  1 21440 \$	Payee Name:  Filing Fees:  CVSC \$  CVDC \$		
Copy: 21410 \$_2.75  Misc: 11 21400 \$	CVM\$ CDDC \$ Service Fees:		
Misc Filing Fee:	☐ Sheriff \$(225) ☐ City \$(235)		
Motions: 21450 \$	Municipality:		
Alias & Pluries: 11 21455 \$	County of Other Jurisdiction:		
Bond Forfeiture After Judgment:  22800 \$  Bond Forfeiture Before Judgment:	Judgment Payment: 26115 (JA) \$  □ Full □ Partial		
22800 \$ Upset Bid:	Attorney Fees: \$  Name:		
26700 \$	TOTAL: 8 2.75		

Hoke Coul v Clerk of Superior Court, ford NC

Civil Receipting

VCAP Receipting	File Number(s)
(Print validation on back of form)	/8 CVD 239
<u> </u>	
VCAP FLAG: YN	Book and Page or Abstract (Judgment) #
	)
	Party ID:
Arbitration Fee: 24311 \$(n)	
4.11.	Payor Name: CARR, LENT
Arbitration: 24310 \$(y) TRIAL DE NOVO	
TRIAL DE NOVO	
	Party ID:
	Payee Name:
Town 4	
Execution:  □ 21430 \$	Filing Fees:
Δ 21430 ψ	CVSC \$
Transcript Fee:	
□ 21440 \$ <u> </u>	□ ·CVDC \$
-	
Copy:  □ 21410 \$ <u>2.50</u>	□ CVM \$
0 21410 \$ <u>~.50</u>	□ CDDC \$
Misc:	□ CDDC \$
□ 21400 \$	Service Fees:
Misc Filing Fee:	□ Sheriff \$(225)
□ 21435 \$ <u> </u>	C''.
Motions:	□ City \$(235)
□ 21450 \$	Municipality:
Alias & Pluries:	County of Other Jurisdiction:
□ 21455 \$ <u> </u>	
D 10 01 10 10	
Bond Forfeiture After Judgment:	Indoment Personal 20117 (71)
22800 \$	Judgment Payment: 26115 (JA) \$
	□ Partial
Bond Forfeiture Before Judgment:	
J	Judgment Payment: 26120(Books) \$
22800 \$	
Unget Did.	Attorney Fees: \$
Upset Bid:	Names
26700 \$	Name:
	TOTAL 1
	TOTAL: \$ 2,50

18 MAY 17 PM S: 21

MONE OCUMY, C.S.C.

BY.\_\_\_\_\_

18 CVS 000239

# **EXHIBIT A**

# "NORTH CAROLINA QUITCLAIM DEED"

-for-

# DEFENDANT'S LENT CHRISTOPHER CARR'S MOTION FOR SUMMARY JUDGMENT [Rule 56]

**EXHIBIT "A"** 

BK 1207 PG 0977

FILED Oct 04, 2017 08:11:04 am
BOOK 01207

PAGE 0977 THRU 0979
INSTRUMENT # 06029 CA
INSTRUMENT #PE QCD REF
RECORDING \$26.00

EXCISE TAX (None)

FILED
HOKE COUNTY NC
CAMILLE D. HURST
REGISTER OF DEEDS
ELP

This certifies that pin:394130001095; is free of any delinquent ad valorem Tax liens charged to the Hoke County Tax Collector; but does not certify that the deed description matches the PIN.

Oate: 10/3/2017
Collection Clerk Signature

Date: 10/3/2017

			UITCLAIM DEED
Tax Lot No			Parcel Identifier No. 394130001095
			Parcel Identifier No. <u>394130001095</u> 
Mail after recording to Emmaus Corp Carolina 27611.	Legal Briefing F	um of North Ca	rolina C/O: Deltarina Diaz, Esq., P.O. Box 27193, Raleigh, North
This instrument prepared by <u>Deltarina</u>	Djaz		
			Carolina 28376. Recorded in the Hoke County Register of Deeds esident/Church Property
THIS QUITCLAIM DEED made	de this the <u>25°</u> da	ny of <u>January</u>	, in the year <u>2017</u> , by and between
GRANTOR			GRANTEE
		+	
		+	
Jannetta fordan		+	Lent Christopher Carr
4160 Laurinburg Road		+	3300 Laurinburg Road
Raeford, North Carolina 28376		+	Recford, North Carolina 28376
,,		+	
		+	Property Address:
		+	3300 LAURINBURG ROAD
		+	RAEFORD, NC

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as may be required by context.

WITNESSETH, that said Grantor, for and in consideration of ten dollars and other consideration to them in hand paid, the receipt of which is hereby acknowledged, have remised and released and by these present do remise, and forever quitelaim into the Grantice and his heirs and assigns all rights, title, claim, and interest of said Grantor in and to a certain truct or parcel of land lying and being in the County of Hole and State of North Carolina, in Raeford Township, and more particularly described as follows:

3300 Laurinburg Road, Raeford, North Carolina 28376, as recorded in the Hoke County Register of Deeds Office at Book Number 00866, Page 0729-073-- to include a completely and newly renavated 5300 Sq. Ft., 48R, 38a Home/Church, and its entire parcel of land as mapped, drawn, surveyed, charted, plotted, delineated, drawn, depicted pertraded and recorded thereto, all amenities thereon, i.e., a Great Room/Church, Kitchen, Library, Entertainment Room, 3 Hooting/Air Conditioning Units (Electric), Shingled Roof, Fully Armed with Security Cameros and Alarm Systems, Carbon-Monoxide Alarm, installed Fire Alarms, Jacuzzi, and any and all properties located on said land (externally & Internally) as ascertained heretofar, thereon, and therein as agreed between Grantor and Grantee at the signing of this herein Quit Claim Deed, etc. inter alia.

Grantor acquired the property hereinabove described by instrument recorded in Book 00866 at Page 0729-073. More particularly described as follows:

SEE ATTACHED EXHIBIT "A"

#### Case 18-80386 Doc 125 Filed 06/08/20 Page 95 of 220

#### BK 1207 PG 0978

A map showing 0729-073.	the above-described proper	rty is recorded in Map/Cabinet	00 <u>866</u> at Page
to him the said Grant interest of the said gra	ee and his heirs and assign	r parcel of land and all privilegons free and discharged from all by, and through or under them. exceptions if any:	I right, title, claim o
	ANY AND ALL O	F PUBLIC RECORD	
IN TESTIMONY WI first above written.	HEREOF, said Grantors ha Janeth Go	ive hereunto set their hands and	seal the day and year
		<del></del>	(SEAL)
		<del></del>	(SEAL)
		<del></del>	(SEAL)
			(SEAL)
Dane Hr To have personal knowled the grantor(s) identity, form of 1.D. Ban the grantor(s) each acknowrose stated herein ar	Public, of said State a grantor(s) geg of the identity of the gr by current state or federal consoledging to me that he/sh and in the capacity indicated.		ne this day, and (i) I isfactory evidence of s) photographs in the vorn to the identity of ing document for the
WITNESS my hand an 017.	d Official Spal, or Stamp, to	this 3rd day of Februa	in the year
EAL OR STAMP	TARL TO TARL T	William Notary Public Off	· ·
Av Commission Punter	PUBLISHED ON THE PROPERTY OF THE PARTY OF TH	Notary Printed or	Thomas Typed Name

#### BK 1207 PG 0979

10866 0731

BK:00866 PG:0731

#### EXHIBIT "A"

BEGINNING at an iron stake in a ditch in the north edge of U. S. Highway 401, Hendrix's DEJINING at an iron stake in a ditch in the north edge of U. S. Highway 401, Menorix corner, and running thence N 12-45 M 350 feet to an iron at an oak; thence S 84-00 W 424.5 feet to a stake, the northwest corner of Tract No. 1 as shown in Book of Maps 1, Page 129 of the Hoke County Fublic Registry; thence S 9-15 E 510 feet to a steel blade in the north edge of U. S. Highway 401, McNeill's corner; thence N 62-30 E 475 feet along the north edge of said U. S. Highway 401 to the point of beginning.

This description is taken from a map by R. H. Gatlin, Registered Surveyor, dated 10-5-57, and the property herein described contains 4.2 acres.

THERE IS EXCEPTED FROM THIS CONVEYANCE THE POLICHING TWO TRACTS!

#### Tract I:

A certain tract or parcel of land in Blue Springs Township, Hoke County, North Carolina, situated about three miles southwest of Raeford, N. C., lying about 75 yards northwest of U. S. Highway 401 near its intersection with State Road No. 1139, adjoining the lands of John K. McNelll on the west, J. B. McLeod on the north and Willie Harrell

On the east, being further described as follows:

Beginning at an iron pipe with two pins pointers, said iron pips being the northwest corner of the Willie Harrell 4.2 acre tract described in Deed Book 159 at Page 223 in the Hoke County Registry, said beginning point also being a common corner with the John K. HcNeill tract described in Daed Book 106 at Pags 8 and the J. B. McLeod tract described in Deed Book 145 at Page 984 in the Hoke County Registry; running thence from the beginning as the common line of J. B. HoLeod and the aforementioned Willie Harrell 4.2 acre tract, N 82-21 E 150.00 feet too 5/8 inch iron set in the north line of said Harrell 4.2 acre tract; thence a new line, S 22-22.2 E 254.88 feet to a 5/8 inch iron; thence a new line, S 62-30 W 222.95 feet to a 5/8 inch iron in the west line of said Harrell 4.2 acre tract; thence as the west line of said 4.2 acre tract; a common line with John K. McNeill, N 08-33 M 322.26 feet to the point of beginning, containing 1.2 acre, more or less, as surveyed by Leland D. Strother, R. L. S., on November 24, 1982, and being a portion of the Hillie Barrell 4.2 acre tract described in Deed Book 159 at Page 223 in the Hoke County Registry.

#### Tract II:

certain tract or parcel of land in Blue Springs Township, Hoke County, North Carolina, situated about three miles southwest of Reeford, N. C., fronting on the northwest side of U. S. Highway 401 near its intersection with State Road No. 1139, adjoining the lands of John K. McNeill on the west and Hillie Harrell on the east, being further described as follows:

Beginning at an iron blade 50.3 feet north of the center line of the pavement of U. S. Highway No. 401, said from blade being the southwest corner of the Willie Harrell 4.2 acre tract described in Dead Book 159 at Page 223 in the Hoke County Registry, said beginning point also being a common corner with John K. McHelll tract described in Dead Book 106 at Page 8 in the Boke County Registry; running thence from the beginning as the common line of Harrell and McNeill, N 08-93 W 187.64 feet to a 5/8 inch iron set in said common line of Harrell and McNeill; thence a new line N 62-30 E 222.95 feet to a 5/8 inch iron; thence a new line S 27-22.2 E 178.18 feet to a 5/8 inch iron set in the southand Iron; thence a new line S 22-22.2 E 178.18 feet to a 5/8 inch Iron set in the south-east line of the Harrell 4.2 acre tract, eaid iron being 50.8 feet northwest of the center line of the pavement of U. S. Highway No. 401; thence as the southeast line of said Harrell 4.2 acre tract, generally as the northwest right-or-way line of U. S. Bighway No. 401, S 62-30 W 267.95 feet to the beginning, containing 1.0 acre, more or less, as surveyed by Leland D. Strother, R. L. S., on November 24, 1982, and being a portion of the Willie Harrell 4.2 acre tract described in Deed Book 159 at Page 223 in the Hoke County Registry.

### 18 CVS 000239

# **EXHIBIT B**

# "AGREEMENT AND PERPECTUAL LEASE/QUITCLAIM DEED"

-for-

# DEFENDANT'S LENT CHRISTOPHER CARR'S MOTION FOR SUMMARY JUDGMENT [Rule 56]

#### STATE OF NORTH CAROLINA COUNTY OF HOKE

#### AGREEMENT AND PERPETUAL LEASE/QUITCLAIM DEED

THIS AGREEMENT, PERPETUAL LEASE, AND ATTACHED QUITCLAIM DEED OF LEGAL RIGHT made and entered into this 3rd day of February, 2017, by and between Jannetta Jordan ("LANDLORD, OWNER AND QUITCLAIM GIFT GRANTOR"), and Lent Christopher Carr. II ("TENANT, NEWLY GRANTED QUITCLAIM DEED PROPERTY OWNER, AND GIFT RECIPIENT").

#### WITNESSETH

In consideration of the mutual promises herein contained, and elsewhere (specifically a Quitelaim Deed Attached Hereto by reference entered into by BOTH PARTIES) the Landlord agree to rent, fee free of cost, lease and herewith acknowledge Quitelaim Deed of remised property Granted/Gifted to Lent Christopher Carr, in valuable consideration of Ten-Dollars 0/100, (\$10.00) who hereby accept as Tenant and Grantee Deed Holder of Property/Land, nominally, the premises located at 3300 Laurinburg Road, Raeford N.C. 28376, County of Hoke, State of North Carolina on the terms and conditions hereinafter set forth:

- 1. TERM. This lease shall extend for a perpetual period of years to no end, beginning on February 3<sup>rd</sup>, 2017 through all times of perpetuity, irrespective of Grantor's Gift of the above-mentioned property as evidenced by the attached legal Quitclaim Deed granted Grantee pursuant to applicable North Carolina State, and Federal laws, including but not limited to NCGS and IRS Tax Laws etc.
- 2. RENTAL. The Tenant shall pay to Landlord rent for the premises as follows: \$0.00 0/100 in consideration of Grantor's GIFT in Quitclaim Deed, and GIFT of fee free rent as hereby agreed and legally enforceable under contract law and procedures
- 3. IMPROVEMENTS AND ALTERATIONS. Tenant/Grantee may make any improvements, alterations or additions or place any sign on said premises without the prior written consent of the Landlord/Grantor. If any locks are changed on premises, interior or exterior, a set of keys will be maintained by Tenant/Grantee. Any signs placed on exterior of building will meet zoning requirements of City of Raeford. All improvements, expressed or implied shall be at the sole expense of Tenant/Grantee.
- 4. MAINTENANCE AND REPAIRS. The Tenants acknowledge that they have inspected the premises and hereby accept the premises in its current physical condition. The Tenant/Grantee will maintain and make all repairs to the roof and exterior walls of the building and will provide parking for vehicles. The Tenant will keep maintained and repaired the interior of the premises, to include small plumbing leaks and repairs, changing electrical fuses, changing of furnace filters, painting, ceiling tiles, etc.. The Tenant will be responsible for any and all repairs that are caused by the negligence of the Tenant, their agents or employees, and shall be repaired by Tenant at his sole expense immediately.
- 5. INSURANCE. Tenant/Grantee party may insure their own interest in the leased/quitclaim premises against loss by fire or other casualty and make himself the party to whom loss benefits are payable.

The Landlord/Grantor shall not be responsible for the loss of or damage to property, or injury to persons, occurring in or about the leased/deeded remised premises, by reason of any existing or future condition, defect, matter or thing in said leased/remised premises or the property of which the premises are a part, or for the acts, omissions or negligence of third persons or tenant/grantee in and about the said property. The Tenant/Grantee agree to indemnify and save the Landlord/Grantor harmless from all claims and liability for losses of or damage to property, or injuries to persons occurring in or about the leased/deeded premises unless caused by the negligence of the Landlord/Grantor, including, but not limited to, all claims and liability caused by the negligence of Tenant/Grantee, their agents, employees, invitees, and independent contractors excepting unforeseen liens or taxes previously attributable. Notwithstanding, any such future taxes shall be paid by Tenant/Grantee in consideration of the annexed Quitclaim Deed.

- 6. CASUALTY. In the event the premises are rendered untenantable by fire or other casualty, Tenant/Grantee may promptly repair the premises to its prior state.
- 7. TAXES. During the term of this Lease/Quitclaim Deed the Tenant/Grantee shall pay all taxes and assessments imposed upon the land and the building; the Tenant/Grantee shall pay all taxes and assessments imposed by reason of any improvements, which he may make or by reason of his own property and inventory stored therein.
- 8. UTILITIES. During the term of this perpetual Lease/attched Quitclaim Deed the Tenant/Grantee shall provide and pay for all electricity, heat, water, gas, sewer, telephone, and other utility charges upon said premises. Tenant/Grantee is responsible for the yard maintenance. The yard, parking area, driveways and outside of premises.
- 9. ASSIGNMENT AND SUBLETTING. The Tenant/Grantee shall have the right to assign or sublet the lease premises during the term of this perpetual Lease/Quitclaim Deed arrangement.

IN TESTIMONY WHEREOF, the parties hereto have caused this Perpetual Agreement and Lease/Quitclaim gift Deed as evidenced herein to be executed in duplicate originals, one of which is retained by each of the parties, this the date and year first above written.

Jameth Goden

(SEAL)

Jannetta Jordan, Landlord/Grantee

Emmaus, Greater Pentecostal Assembly, Churches of the First Born International, Inc.

Lent-C. Carr, II

President

Attested by: Doltarina V. Diaz

Secretary

(CORPORATE SEAL)

## 18 CVS 000239

# **EXHBIT C**

# "ILLEGAL LIEN NOTICE"

-for-

# DEFENDANT'S LENT CHRISTOPHER CARR'S MOTION FOR SUMMARY JUDGMENT [Rule 56]

**EXHIBIT "C"** 

# Case 18-80386 Doc 125 Filed 06/08/20 Page 101 of 220 BK 1225 PG 0203

STATE OF NORTH (	CAROLINA		AL COURT OF JU		
HOKE COUNTY	18 APP -4 FILID: 09	SUPERIO <u>Case No.</u>	OR COURT DIVIS	ION	
JANNETTA JORDAN Plaintiff	ARV TOTAL MORE		18 M	32	
VS.		NOTICE	E OF LIS PENDEN	ıs	
LENT CARR Defendant					
This notice of Lis Pend notice that:	dens, filed in the Office o	of Hoke County, N	orth Carolina, shov	ws and gives	
A Civil Action has been filed in the General Court of Justice, Superior Court Division, in     Hoke County. The action is identified as case number					
_	he parties of the action re				
3. The nature and wrongful terminates	purpose of the above ref nation of Plaintiff's posso ad, Raeford, North Carol	essory right to the	Real Property loca	ted at 3300	
Defendant with respect to the Real Property, and certain injunctive relief sought by the Plaintiff regarding the agreed compensation amount of \$250,000.00.					
4. Plaintiff is requ	uesting that a Judgment I	lien be placed upo	n the real property	located at	
5. This notice of Lis Pendens is filed pursuant to the provisions of Chapter 1, Article 11 of					
the North Carolina	General Statutes N.C.G.	S. ξ 1-116, ξ 1 <b>-</b> 11	6(b)(1)-(4), and ξ 1	-116.1 and	
North Carolina Ger	neral Statute Chapter 39,	Article 3A, et seq	and all persons sh	all take	
notice of the same.  This the 4th	day of <u>April</u> , 20 Gan <i>eth</i> i	BOOK PAGE INSTRI RECOF	01225 0203 THRU 0203 JMENT # 01856 RDING \$26,00	24:07 pm FILED HOKE COUNTY, NC CAMELE D. HURST REGISTER OF DEEDS JOP	
		0			

# Case 18-80386 Doc 125 Filed 06/08/20 Page 102 of 220 BK 1228 PG 0376

FILED May 08, 2018 09:40:38 am

BOOK 01228 FILED

PAGE 0376 THRU 0376
INSTRUMENT # 02508
RECORDING \$26.00 OF DEEDS

EXCISE TAX (None)

# NOTICE OF VOID OF POWER OF ATTORNEY, QUITCLAIM DEEDS AND PROPERTY MANAGEMENT AGREEMENT

#### RE: LENT CHRISTOPHER CARR II

As of 12/22/2017 a verbal notice was provided to Lent Carr II from Jannetta Jordan informing him that the; Power of Attorney, Quitclaim Deeds, Property Management Agreement and all other agreements verbal or otherwise provided to him by Jannetta Jordan are nullified and voided. Lent Carr continues to falsify statements and attempt to illegally possess Jannetta Jordan's properties using said documents. This notice is a written notification that ALL verbal and written agreements, correspondences, etc. between Jannetta Jordan and Lent Carr II are nullified and voided. Any attempts by Lent Carr to attain information, property, permission, etc. on behalf of Jannetta Jordan are falsified and NOT based upon any agreement by Jannetta Jordan.

Sincerely,

Jannetta Jordan

State of NC County of Hoke
Signed before me on this 8th day
of May, 2018 by Jannetta Jordan
Notary Public Andrée

NOTARY OCHANGES 11-19-2022
FOR PUBLIC SO

18 CVS 000239

18 MAY 17 PM 3:21
HUME COUNTY, C.S.C.

BY\_\_\_\_\_\_

# **EXHIBIT A**

# "NORTH CAROLINA QUITCLAIM DEED"

-for-

Defendant Lent Christopher Carr's ANSWER, AFFIRMATIVE DEFENSES, MOTION TO DISMISS, MEMORANDUM IN SUPPORT OF MOTION TO DISMISS & CANCELLATION OF PLAINTIFF'S LIS PENDENS

EXHIBIT "A"

## Case 18-80386 Doc 125 Filed 06/08/20 Page 104 of 220

Oct 04, 2017 FILED. 01207 BOOK 0977 THRU 0979 PAGE INSTRUMENT # 06029 INSTRUMENT TYPE QCD \$26.00 RECORDING (None) **FXCISE TAX** 

FILED HOKE COUNTY NO CAMILLE D. HURST REGISTER OF DEEDS ELP

This certifies that pin:394130001095 is free of any delinquent ad valorem Tax liens charged to the Hoke County Tax Collector, but does not certify that the deed description matches the PIN.

Collection Clerk Signature Date: 10/3/2017 NCGS 161-31

			QUITCLAIM DEED
Tax Lot No.			Parcel Identifier No. 394130001095
Verified by	County on the of	lay of	Parcel Identifier No. 394130001095 20
Ву			
Mail after recording to Emmaus Core Carolina 27611.	o. Legal Briefing Firm	of North C	orolina C/O: Deltarina Diaz, Esg., P.O. Box 27193, Raleigh, Nort
This instrument prepared by Oeltarin	a Diaz		
Brief description for the index 3300 t Office at Book # 00866, Pg. # 0729-0			Carolina 28376. Recorded in the Hoke County Register of Deed
THIS QUITCLAIM DEED ma	ide this the <u>25°</u> day o	of <u>January</u>	y in the year 2017, by and between
GRANTOR			GRANTEE
		+	
		+	
Jannetta Jordan		+	Lent Christopher Carr
4160 Laurinburg Road		+	3300 Laurinburg Road
Raeford, North Carolina 28370	6	+	Recford, North Carolina 28376
		+	
		+	Property Address:
		+	3300 LAURINBURG ROAD

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as may be required by context.

RAEFORD, NC

WITNESSETH, that said Grantor, for and in consideration of ten dollars and other consideration to them in hand paid, the receipt of which is hereby acknowledged, have remised and released and by these present do remise, and forever quitefaim into the Grantee and his heirs and assigns all rights, little, claim, and interest of said Granter in and to a certain tract or parcel of land lying and heing in the \_\_ and State of North Carolina, in \_\_ Raelord \_\_ Township, and more particularly described as follows: County of Hoke

3300 Laurinburg Road, Raeford, North Carolina 28376, as recorded in the Hake County Register of Deeds Office at Book Number 00866, Page 0729-073-- to include a completely and newly renovated \$300 Sq. Ft., 4BR, 3Ba Home/Church, and its entire parcel of land as mapped, drawn, surveyed, charted, plotted, delineated, drawn, depicted pertraded and recorded thereto, all amenities thereon, i.e., a Great Room/Church, Kitchen, Librory, Entertainment Room, 3 Heating/Air Conditioning Units (Electric) , Shingled Roof, Fully Armed with Security Cameros and Alarm Systems, Carbon-Monoxide Alarm, installed Fire Alarms, Jocuzzi, and any and all properties located on said land (externally & Internally) as ascertained heretofor, thereon, and therein as agreed between Grontor and Grantee at the signing of this herein Quit Claim Deed, etc. inter alia.

Grantor acquired the property hereinabove described by instrument recorded in Book 00866 at Page 0729-073. More particularly described as follows:

SEE ATTACHED EXHIBIT "A"

# Case 18-80386 Doc 125/Հ 15 ile chock (Հայանի 20 Page 105 of 220

Case 18-80386 Doc 125 Filed 06/08/20 Page 106 of 220

10866 0731

BK:00866 PG:0731

#### EXHIBIT "A"

DEGINALMS at an iron stake in a ditch in the north edge of U. S. Highway 401, Hendrix's corner, and running thence N 12-45 W 350 feet to an Iron at an oak; thence S 84-00 W corner, and running thence N 12-43 M JSD rest to an iron at an oak; thence S earsow M 424.5 feet to a stake, the northwest corner of Tract No. 1 ma shown in Book of Maps 1, Page 129 of the Hoke County Public Registry; thence S 9-15 E 510 feet to a steel blade in the north adge of U. S. Highway 401, McNe(11's corner; thence N 62-30 E 475 feet along the north edge of axid U. S. Highway 401 to the point of beginning.

This description is taken from a map by R. H. Gatlin, Registered Surveyor, dated 10-5-57, and the property herein described contains 4.2 acres.

THERE IS EXCEPTED FROM THIS CONVEYANCE THE FOLLOWING THO TRACTS:

A certain tract or parcel of land in Blue Springs Township, Hoke County, North Carolina, situated about three miles southwest of Raeford, N. C., lying about 75 yards northwest of U. S. Highway 401 near its intersection with State Road No. 1139, adjoining the lands of John K. HoNeill on the west, J. B. NoLeod on the north and Willie Harrell on the east, being further described as follows:

Beginning at an iron pine with two pine modelers, and Iron pine helps the correspond

Beginning at an iron pipe with two pine pointers, said iron pipe being the northwest corner of the Willis Barrell 4.2 acre tract described in Deed Book 159 at Page 223 in the Hoke County Registry, said beginning point also being a common corner with the John K. McNeill tract described in Daed Book 106 at Page 8 and the J. B. McLeod tract described in Deed Book 145 at Page 984 in the Hoke County Registry; running thence from the beginning as the common line of J. B. McLeod and the aforementioned Willie Harrell 4.2 acre tract, N 82-21 E 150.00 feet tos 5/8 inch from set in the north line of said Harrell 4.2 acre tract; thence a new line, S 22-22.2 E 254.88 feet to a 5/8 inch from; thence a new line, S 62-30 W 222.95 feet to a 5/8 inch iron in the west line of said Harrell 4.2 acre tract; thence as the west line of said 4.2 acre tract; a common line with John X. McNelll, N 08-33 M 322.26 feet to the point of beginning, containing 1.2 acre, more or less, As surveyed by Leland D. Strother, R. L. S., on November 24, 1982, and being a portion of the Hillie Harrell 4.2 acre tract described in Deed Book 159 at Page 223 in the Hoke County Registry.

A certain tract or parcel of land in Blue Springs Township, Hoke County, North Carolina, situated about three miles southwest of Raeford, N. C., fronting on the northwest side of U. S. Highway 401 near its intersection with State Road No. 1139, adjoining the lands of John K. McNeill on the west and Willie Harrell on the east, being further described as follows:

Beginning at an iron blade 50.3 feet north of the center line of the pavement of U. S. Highway No. 401, said iron blade being the mouthwest corner of the Willie Harrell 4.2 acre tract described in Deed Book 159 at Page 223 in the Hoke County Registry, said beginning point also being a common corner with John K. McNeill tract described in Deed Book 106 at Page 8 in the Hoke County Registry, running thence from the beginning as the common line of Harrell and McNeill, N 08-93 W 187.64 feet to a 5/8 inch iron set in common line of Harrell and McNeill, N 08-93 W 187.64 feet to a 5/8 inch iron set in said common line of Harrell and McNeill; thence a new line N 62-30 E 222.95 feet to a 5/8 inch iron; thence a new line S 22-22.2 E 178.18 feet to a 5/8 inch iron set in the mouth-east line of the Harrell 4.2 acre tract, said iron being 50.8 feet northwest of the center line of the pavement of U. S. Highway No. 401; thence as the moutheast line of said Harrell 4.2 acre tract, generally as the northwest cripht-of-way line of U. S. Highway No. 401, S 62-30 N 267.95 feet to the beginning, containing 1.0 acre, more or lass, as surveyed by Leland D. Strother, R. L. S., on November 24, 1982, and being a portion of the Willie Harrell 4.2 acre tract described in Deed Book 159 at Page 223 in the Hoke County Registry.

# **EXHIBIT B**

#### "DURABLE POWER OF ATTORNEY"

-for-

Defendant Lent Christopher Carr's
ANSWER, AFFIRMATIVE DEFENSES,
MOTION TO DISMISS, MEMORANDUM IN
SUPPORT OF MOTION TO DISMISS &
CANCELLATION OF PLAINTIFF'S LIS PENDENS

**EXHIBIT "B"** 

#### Case 18-80386 Doc 125 Filed 06/08/20 Page 108 of 220

#### DURABLE POWER OF ATTORNEY

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE DEFINED IN CHAPTER 32A OF THE NORTH CAROLINA GENERAL STATUTES WHICH EXPRESSLY PERMITS THE USE OF ANY OTHER OR DIFFERENT FORM OF POWER OF ATTORNEY DESIRED BY THE PARTIES CONCERNED.

I, Jannetta Jordan, residing at 4160 Laurinburg Road, Raeford, North Carolina 28376, hereby appoint Dr. Lent C Carr, II of 3300 Laurinburg Road, Raeford, North Carolina 28376, as my attorney-in-fact ("Agent") to act in my name in any way which I could act myself, with respect to the following matters as each of them is defined in Chapter 32A of the North Carolina General Statutes.

This power of attorney shall not be affected by disability, incompetency, or incapacity of the principal.

I hereby revoke any and all general powers of attorney and special powers of attorney that previously have been signed by me. However, the preceding sentence shall not have the effect of revoking any powers of attorney that are directly related to my health care that previously have been signed by me.

My Agent shall have full power and authority to act on my behalf. This power and authority shall authorize my Agent to manage and conduct all of my affairs and to exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. My Agent's powers shall include, but not be limited to, the power to:

- 1. Open, maintain or close bank accounts (including, but not limited to, checking accounts, savings accounts, and certificates of deposit), brokerage accounts, retirement plan accounts, and other similar accounts with financial institutions.
  - a. Conduct any business with any banking or financial institution with respect to any of my accounts, including, but not limited to, making deposits and withdrawals, negotiating or endorsing any checks or other instruments with respect to any such accounts, obtaining bank statements, passbooks, drafts, money orders, warrants, and certificates or vouchers payable to me by any person, firm, corporation or political entity.
  - b. Add, delete or change beneficiaries to any financial accounts I own including insurance policies, annuities, retirement accounts, payable on death savings or checking accounts or other investments.
  - c. Perform any act necessary to deposit, negotiate, sell or transfer any note, security, or draft of the United States of America, including U.S. Treasury Securities.
  - d. Have access to any safe deposit box that I might own, including its contents.

- 2. Provide for the support and protection of myself, my spouse, or of any minor child I have a duty to support or have established a pattern of prior support, including, without limitation, provision for food, lodging, housing, medical services, recreation and travel;
- 3. Sell, exchange, buy, invest, or reinvest any assets or property owned by me. Such assets or property may include income producing or non-income producing assets and property.
- 4. Purchase and/or maintain insurance and annuity contracts, including life insurance upon my life or the life of any other appropriate person.
- 5. Demand, sue for or use other lawful means to obtain, collect, and take possession and control of any sums of money, debts, checks, accounts, interest, dividends, annuities, rents, goods, chattels, inheritances, insurance benefits, social security benefits, unemployment benefits, veteran's benefits and any other claims and rights whatsoever which are now or may hereafter become due, owing, payable or belonging to me, and to compromise, settle, arbitrate, abandon or otherwise deal with any such claims.
- 6. Enter into binding contracts on my behalf.
- 7. Acquire and retain for any period of time as investments, without diversification as to kind or amount, any real or personal property, or interest in such property, including an undivided, temporary or remainder interest, income or non-income producing, located within or outside the United States, and including, but not limited to, notes, U.S. Treasury Bonds redeemable at par in payment of federal estate tax, any other bonds, debentures, mortgages and other obligations, secured or unsecured, common and preferred stocks, mutual funds, legal and discretionary trust funds, general and limited partnership interests, leases and securities of any corporate Attorney-in-Fact or any corporation owning stock of the corporate Attorney-in-Fact or of any subsidiary or affiliate of or successor to such corporation.
- 5. Maintain and/or operate any business that I may own.
- 6. Employ professional and business assistance as may be appropriate, including attorneys, accountants, and real estate Agents.
- 7. Sell, convey, lease, mortgage, manage, insure, improve, repair, or perform any other act with respect to any of my property (now owned or later acquired) including, but not limited to, real estate and real estate rights (including the right to remove tenants and to recover possession). This includes the right to sell or encumber any homestead that I now own or may own in the future legally described as follow:

3300 Laurinburg Road, Raeford, North Carolina 28376, Recorded in the Hoke County Register of Deeds Office at Book Number 00866, Page 0729-073-- a

#### Case 18-80386 Doc 125 Filed 06/08/20 Page 110 of 220

Completely renovated 5300 Sq. Ft., 4BR, 3.5Ba, Great Room (Church), Living Room, Kitchen, Library, Entertainment Room, 3 Heating/Air Conditioning Units, Two New Hot Water Heaters (Electric), Shingled Roof, Fully Armed With Security Cameras and alarm system, carbon-monoxide alarm installed etc.; 4160 Laurinburg Road, Raeford, North Carolina 28376, and Rental Property located at and nominally known as 571 Gatlin Farm Road, Raeford, North Carolina 28376.

- 8. Prepare, sign, and file documents with any governmental body or agency, including, but not limited to, authorization to:
  - a. Perform any and all acts that I might perform with respect to any and all federal, state, local and foreign taxes, for prior tax years as well as for tax years ending subsequent to the date of this power of attorney, including, but not limited to, the power (i) to make, execute and file returns, amended returns, powers of attorney, and declarations of estimated tax, joint or otherwise, (ii) to represent me before any office of the Internal Revenue Service or other taxing authority with respect to any audit or other tax matter involving any tax year or period, (iii) to receive confidential information, (iv) to receive, endorse, and collect checks refunding taxes, penalties or interest, (v) to execute waivers of restrictions on assessment or collection of deficiencies in tax, (vi) to execute consents extending the statutory period for assessment or collection of taxes, (vii) to execute and prosecute protests or claims for refund or applications for correction of assessed value, (viii) to execute closing agreements, (ix) to prosecute, defend, compromise or settle any tax matter, and (x) to delegate authority to or substitute another agent or attorney respecting any such taxes or tax matters.
  - b. Prepare applications, provide information, and perform any other act reasonably requested by any government or its agencies in connection with governmental benefits (including medical, military and social security benefits), and to appoint anyone, including my Agent, to act as my "Representative Payee" for the purpose of receiving Social Security benefits.
- 12. Make gifts from my assets to members of my family and to such other persons or charitable organizations with whom I have an established pattern of giving (or if it is appropriate to make such gifts for estate planning and/or tax purposes), to file state and federal gift tax returns, and to file a tax election to split gifts with my spouse, if any. No Agent acting under this instrument, except as specifically authorized in this instrument, shall have the power or authority to (a) gift, appoint, assign or designate any of my assets, interests or rights, directly or indirectly, to such Agent, such Agent's estate, such Agent's creditors, or the creditors of such Agent's estate, (b) exercise any powers of appointment I may hold in favor of such Agent, such Agent's estate, such Agent's creditors, or the creditors of such Agent's estate, or (c) use any of my assets to discharge any of such Agent's legal obligations, including any obligations of support which such Agent may owe to others, excluding those whom I am legally obligated to support.

- 13. To transfer any of my assets to the trustee of any revocable trust created by me, if such trust is in existence at the time of such transfer.
- 14. To utilize my assets to fund a trust not created by me, but to which I have either established a pattern of funding, or to fund a trust created by my Agent for my benefit or the benefit of my dependents, heirs or devisees upon the advice of a financial adviser.
- 15. To create, sign, modify or revoke any trust agreements or other trust documents in an attempt to manage or create a trust that was created for my benefit or the benefit of my dependants, heirs or devisees. This shall include the creation, modification or revocation of any inter vivos, family living, irrevocable or revocable trusts.
- 16. Subject to other provisions of this document, my Agent may disclaim any interest, which might otherwise be transferred or distributed to me from any other person, estate, trust, or other entity, as may be appropriate. However, my Agent may not disclaim assets to which I would be entitled, if the result is that the disclaimed assets pass directly or indirectly to my Agent or my Agent's estate. Provided that they are not the same person, my Agent may disclaim assets which pass to my Gift Agent, and my Gift Agent may disclaim assets which pass to my Agent.
- 17. Have access to my healthcare and medical records and statements regarding billing, insurance and payments.

This Power of Attorney shall be construed broadly as a General Power of Attorney. The listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner.

Any power or authority granted to my Agent under this document shall be limited to the extent necessary to prevent this Power of Attorney from causing, (i) my income to be taxable to my Agent, (ii) my assets to be subject to a general power of appointment by my Agent, or (iii) my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney. A Successor Agent shall not be liable for acts of a prior Agent.

No person who relies in good faith on the authority of my Agent under this instrument shall incur any liability to me, my estate or my personal representative. I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document.

#### Case 18-80386 Doc 125 Filed 06/08/20 Page 112 of 220

If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

My Agent shall be entitled to reasonable compensation for any services provided as my Agent. My Agent shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of this Power of Attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent as required under state law or upon my request or the request of any authorized personal representative, fiduciary or court of record acting on my behalf.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue effective until my death.

If this Power of Attorney has not been registered in an office of the register of deeds in any county in North Carolina, then in addition to the methods of revocation provided by section 32A-13(b) of the General Statutes of North Carolina, this Power of Attorney may be revoked by my executing and acknowledging, in the manner provided for execution of durable powers of attorney in Article 2 of Chapter 32A of the General Statutes of North Carolina, a subsequent Power of Attorney, a copy of which is delivered to the Agent acting under this Power of Attorney in person or to such persons last known address by certified or registered mail, return receipt requested

Dated _	2/3/2017	,	, at Raleigh, North Carolina.
<u>Jan</u> Jennett	ith Gordan ia Jordan – 1903:8- 55N; Z	-8-1971 13-19-0	 0937

State: North Carolina

STATE OF NORTH CAROLINA, COUNTY OF NC, ss:

On this 3 day of February, 2017, before me,

Jannetta Jordan, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same as for the purposes therein contained.

THOMAS OF THE STATE OF THE STAT

In witness whereof, I hereunto set my hand and official seal. Willeam From and my commission expires - 3/11/2018

10 HAY 17 PH 3: 23
ALAM 200 ATM C.S.D.

8Y

# **EXHBIT C**

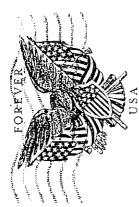
"THE LETTER"

-for-

Defendant Lent Christopher Carr's ANSWER, AFFIRMATIVE DEFENSES, MOTION TO DISMISS, MEMORANDUM IN SUPPORT OF MOTION TO DISMISS & CANCELLATION OF PLAINTIFF'S LIS PENDENS

EXHIBIT "C"

o will testify that they were supposed to have loaved me \$10,000. I could testify that I uft they had wire transferred the money into my checking account and I till you, on the date wrote the effect, to write the check because the money is in the account. I did not know because I I not call the person back to confirm that the morey was wine tearsferred, the money was not put into the ound until you were cerested for the cheek. It you can get the other person to testing them I would too this ruld take and of your charge. On the other hand, you must get that money pail before this happens that us that the money was to be paid, \* I Dinancially you are strapped for money and I would ngly suggest that you settle the car accident so you can pay of the taxes and have money to breethe with. are stop financially helping people you simply cannot befored it, at times like this you gother do what gotte do. 20 Switch things a little, I am disely concerned about Olivia. How is she doing phopically? Ruby I me that monster is requiring to take responsibility for the guns and drup. He's a truly poor soul, I don't is why privile would choose to be associated with such a person. It monetes does not take re-possibility, in I he's probable not devia is going to prison. What about our Hornefilter, Rent? I know they will be a but that means that we will have to raise them. I have no insues with that at all but we were planning our family. I think with all thing considered we should nethink having children. We need to gobsel to Hod ask if us having children is in his will. I believe it is but I want to make sage that we operate, from now - God's perfect will. Is I saich during O.K.? I heard that he broke the relationship of with Ruby. She's vastated, of course. I'm sure she'll be O.K. though. She's 17 yrs. old with a 2 yrs. old child; She is in the 10th grade; family dynamics are turly chaptic and there's always something going on; from what I hear before she met or - deting Issued she was into prostitution; she's left her mother's home and lived on the streets; she and Issued in Rolling Selling drup ; etc. Ruby is an advable young lady and I would love to help he but the's not my d, I suich is. Lent, don't mention there things to I said but for heaven's sake get our son away from Relief. plece is going to cart him up. Dest him to go out to Smithfield Packing in Darked, NC and work. How him go to repull's soup near maxtor. Ne looking for works Ruby soid that your son, Lent is running from the Police on better violation, she also said Olivia was rurning from the Police for Probabilion violation too. We indeed have a lot iscus in our home that needs to be addressed and cleaned up. go Levi told me that her and her father are going



SECONDARY HERESTANDS ASSESSED OF HERESTANDS ASSESSED OF THE SECONDARY ASSESSED.

Lent Christopher Corr

3300 Lawinbuz Road Rueford, M

Janneth Gordon 3300 Kurinbuz Rs. Ruezod, M.

O USPS 2013

Met Sook its min, love down not parade itself, is not puffect up; down not behave rudley, down not seek its own, is not proveed; thinks no suil; down not rejour in mignity, but rejour in the buth; bears are thing, believes at thing, hoper out thing, endower at things, about rever fails. wast now while faith, hope, bour, these there; but the grident of these is love.

Love outters long and in tind, love does not eny; but does

THIS EN CLORE IS RECYCLARLE AND BATHE WHAT JOS POST COUSUMER COUTLINT

North Carolina Out Claim Deed

mail after recording to: EMMAUS CORP. Legal Briefing Firm Clo Deltarina Diaz, Esq. P.O. Box 27193, Raleigh, NC 27611.

This instrument prepared by: Junnetta Jordan, Granter

Brief description for the index: 521 Gattin Farm Road, Ractord, NC 28376

(refer to typed property description attached to this document for further reference).

This GUIT CLAIM DEED made this the 16th day of October, in the year 2017,
by and between

### GRANTUR

JANNETTA JORDAN

P.O. BOX 2419

Raicigh, NC 27602

### GRANTEE

LENT CHRISTOPHER CARR
3300 Laurinburg Rand
Ractord, NC 28376

The designation Granter and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or newler as may be required by context.

Witnesseth, that said Granter, for and in consideration of the delicers and other consideration to them in hand paid, the receipt of which is hereby acknowledged, have remised and released and by these present do remire, and forever quietchim into the Granter and his heis and assigns all rights, title, claim, and interest of and Granter in and to a certain tract or parcel of land lights and being in the Country of Hoke, the State of North Carelina, in Rueford Township, and more particularly described as follows (please refer to attached property description)

Book 01062 at page 011.8

a	map	oficions	Hve	abone	described	property	is	recorded	4-	MAP/ Cobine
<u>.                                    </u>			at p	rage -	<del></del>	·				

To Have and to Hold the informated tract or parcel of land and all priviledyes thereunte belonging to him the said Grantin and his heirs and assigns free and discharged from all right, title, claim or interest of the said Granter or anyone claiming by, and through or under them. Title to the property hereinobove described is subject to the following exceptions if any:

## any and all of Public Record

In Distinony whereof, said Grantor Raue herewise out their hands and peel the day and year first above wither.

State of north Carolinal Country of Wake

State of North Carolina

County of North Carolina

This instrument was acknowledged before me on 23 day of October 2013

by Thank Bragest

Notary Public Signature

My Commission Expires 03/31/2023

I, a notes of Public, of said State and county and ii) I have personal knowledge of the identity of the Granter, or (ii) I have been satisfactory evidence of the Granter's white the transfer photograph is the form of \_\_\_\_\_\_\_, or (iii) a credible withers has sworn to the identity of the Granter each acknowledging to me that helshe voluntarily of the formal intentions and in the capacity indicated.

39413-00-01-859 39413-00-01-055 39413-00-01-119

North Carolina Quitclain Deed

Mail after recording to EMMAUS CORP. Legal Briefing Firm C/O Deltarina Diaz, Esq. P.O. Box 27193 Raleigh, NC 27611

This instrument prepared by Jannetta Jordan, Granton

Brief description for the index: 4160 Laurinburg Road, Roseford, NK 28376, including the 2 attacked tracks of land associated with the prenamed address (also refer to typed property description attacked to this document for further reference).

This QUITCLAIM DEED made this the 16th day of Detober, in the year 2017, by and between

GRANTOR
Junnotta Jordan
P.O. Box 2414
Raleigh, Mc 27602

GRANTEE

Lent Christopher Carr

3300 Laurinburg Road

Ractors, NC 28376

The designation Grantor and Grantee as used herein shall include said pailes, their heirs, successors, and assigns, and shall include singular, plural, maxuline, finine, or neutral as may be required by correct.

Withesseth, Het paid Granter, for and in consideration of ten duliers and other consideration to them in hand paid, the receipt of which is hereby acknowledged, have remised and released and by these present do remise, and forever quivilian into the Granter and his hours and assigns all rights, title, transver and interest of said Workston in and to a certain tract or parcel by land leging and being in the Courty of theke, and State of north Carolina, in Ractord Township, and more particularly described as follows: ( please refer to attached typed document of description of property)

Granter acquired the property herein above described by instrument recorded in Book 317 at page 129 ;

a map	piniwinte	the	aboue	described	property	is	received	Lr	map (Cabinet
	_ at p	age							

De Have and to Hold the referenced tracks or parcels of land and all privileges therewite belonging to him the said Grantee and his hours and usings free and discharged from all right, little, claim or interest of the said Granter or anyone claiming by, and through or under them. Little to the property here inclose described is subject to the following exceptions if any;

any and all of Public Record

In Testimony whereof, said Grantor have hereunte out thin hard and sent the day and your first above within.

Janneth Gordan 10/8	93/17
Name/Signature of Grantur	**************************************
State of north Caroline	ALAN TARLES
County of Wake	

State of North Conding

County of May

This instrument was acknowledged before me
on 33 day of Character 20 17

by Titains Prograff

Notary Public Signature

Notary Public Signature
My Commission Expires 05/31 202

I, a notory Public, of said State and country afore said, do hereby certify that Jannette Jordan, Brantor, personally appeared before me this day, and (i) I have personal knowledge of the identity of the Grantor, or (ii) I have been satisfactory evidence of the Grantor's identity, by current state or federal identification with the Grantor photograph (s) in the form of \_\_\_\_\_\_\_, or (iii) a credible witners has swoon to the identity of the Grantor each acknowledging to me that he/she voluntarity signed the foreigning document for the purpose statul herein and in the imposity indicated.

State of North Carolina County of HOKE

agreement and Properties Leave / Quit claim Deed

This agreement Perpetui Lease, and attached Quit claim Deed of legal Right made and entered into this 16th day of October, 2017, by and between Jannetta Jordan (" Landlord, Owner and Quit claim Deed Bigt Granter), and LENT christopher carr (" Jenont, newly Granted Quit claim Deed Property Owner, and Higt Recipient).

### Witnesseth

In consideration of the mutual promises herein contained, and closwhere (specifically a Quitelaim Deed attacked Herete by reperence entered into by BOTH PARTIES) the Randword agree to Kent, fee free of East, leave and herewith acknowledge Quitelaim Deed of remised property Granted Highed to Lent christopher last, in valuable consideration of Den Dollars 0/100, (\$10.00) who hereby accept as Denart and Granter Deed Holder of Property/Kand, reminally, the premises located at 571 Gattin Farm Road, Raeford, Mic 28376, County of Holic, State of north Carolina on the terms and Conditions here inagter pet forth:

- 1. TERM! This leave shall extend for a perpetual period of years to no end, beginning on October 16, 2017 through all times of perpetuity, irrespective of Grantor's Gift of the above mentioned property as evidenced by the attached legal Quitclein Reed granted Grantee pursuant to applicable north Carolina State, and Federal laws, including but not limited to NCGS and IRS Dax Laws, otc.
- 2. RENTAL: The Denant shale pay to Landlord next for the previous as follows; 40.00 0/100 in consideration of Grantor's GIFT in anitolain Deed, and GIFT of fee free next as hereby agreed and legally enforceable under contract law and procedures.

consideration of the arreyed Quitclain seed.

b. CASUALTY: In the event the premises are rendered unternantable by fire or other casualty, Depart I throater may promptly repair the premises to it prior state

7. TAXES: During the term of this Level (Quitalain Deed the Denant Strantice shall pay are taxes and insurpresents imposed upon the land and the building; the Denant Strantice shall pay are taxes and assessments imposed by reason of any improvements, which he may make or by reason of his own property and inventory stored therein.

8. UTILITIES: During the term of this perpetual Lease / attacked Quitclaim Deci the Devert/Granter shall provide and pay for all dictricity, heat, water, gas, sewer, telephone, and other litity charges upon said premises. Devert/ Hearter is responsible for the yordmainterance. The yard, parking area, directory, and outside of premises.

9. ASSIGNMENT AND SUBLETTING The Devart Granter shall have the right to assign or sublet the liane premises during the term of this perpetual Lear (Quitclaim seed arrangement.

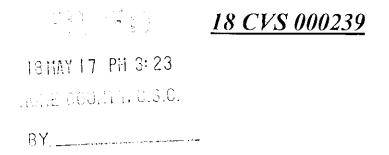
In Destinony whereof, the parties hereto have caused this Perpeture agreement and Lean / Quit dain gift Beed as enidenced herein to be executed in despirate originals from of which is natural by each of the purious, this the date and year fair above written.

Janette Jorden

EMMANS, Greater Perioustal Assembly, Churches by the First Born International, Inc

Attested My Deltaring V. O. UZ

- Secretary



## **EXHIBIT D**

# "AGREEMENT AND PERPETUAL LEASE/QUITCLAIM DEED"

-for-

Defendant Lent Christopher Carr's ANSWER, AFFIRMATIVE DEFENSES, MOTION TO DISMISS, MEMORANDUM IN SUPPORT OF MOTION TO DISMISS & CANCELLATION OF PLAINTIFF'S LIS PENDENS

#### STATE OF NORTH CAROLINA COUNTY OF HOKE

#### AGREEMENT AND PERPETUAL LEASE/QUITCLAIM DEED

THIS AGREEMENT, PERPETUAL LEASE, AND ATTACHED QUITCLAIM DEED OF LEGAL RIGHT made and entered into this 3rd day of February, 2017, by and between Jannetta Jordan ("LANDLORD, OWNER AND QUITCLAIM GIFT GRANTOR"), and Lent Christopher Carr, II ("TENANT, NEWLY GRANTED QUITCLAIM DEED PROPERTY OWNER, AND GIFT RECIPIENT").

#### WITNESSETH

In consideration of the mutual promises herein contained, and elsewhere (specifically a Quitclaim Deed Attached Hereto by reference entered into by BOTH PARTIES) the Landlord agree to rent, fee free of cost, lease and herewith acknowledge Quitclaim Deed of remised property Granted/Gifted to Lent Christopher Carr, in valuable consideration of Ten-Dollars 0/100, (\$10.00) who hereby accept as Tenant and Grantee Deed Holder of Property/Land, nominally, the premises located at 3300 Laurinburg Road, Raeford N.C. 28376, County of Hoke, State of North Carolina on the terms and conditions hereinafter set forth:

- 1. TERM. This lease shall extend for a perpetual period of years to no end, beginning on February 3<sup>rd</sup>, 2017 through all times of perpetuity, irrespective of Grantor's Gift of the above-mentioned property as evidenced by the attached legal Quitelaim Deed granted Grantee pursuant to applicable North Carolina State, and Federal laws, including but not limited to NCGS and IRS Tax Laws etc.
- 2. RENTAL. The Tenant shall pay to Landlord rent for the premises as follows: \$0.00 0/100 in consideration of Grantor's GIFT in Quitclaim Deed, and GIFT of fee free rent as hereby agreed and legally enforceable under contract law and procedures
- 3. IMPROVEMENTS AND ALTERATIONS. Tenant/Grantee may make any improvements, alterations or additions or place any sign on said premises without the prior written consent of the Landlord/Grantor. If any locks are changed on premises, interior or exterior, a set of keys will be maintained by Tenant/Grantee. Any signs placed on exterior of building will meet zoning requirements of City of Raeford. All improvements, expressed or implied shall be at the sole expense of Tenant/Grantee.
- 4. MAINTENANCE AND REPAIRS. The Tenants acknowledge that they have inspected the premises and hereby accept the premises in its current physical condition. The Tenant/Grantee will maintain and make all repairs to the roof and exterior walls of the building and will provide parking for vehicles. The Tenant will keep maintained and repaired the interior of the premises, to include small plumbing leaks and repairs, changing electrical fuses, changing of furnace filters, painting, ceiling tiles, etc.. The Tenant will be responsible for any and all repairs that are caused by the negligence of the Tenant, their agents or employees, and shall be repaired by Tenant at his sole expense immediately.
- 5. INSURANCE. Tenant/Grantee party may insure their own interest in the leased/quitclaim premises against loss by fire or other casualty and make himself the party to whom loss benefits are payable.

The Landlord/Grantor shall not be responsible for the loss of or damage to property, or injury to persons, occurring in or about the leased/deeded remised premises, by reason of any existing or future condition, defect, matter or thing in said leased/remised premises or the property of which the premises are a part, or for the acts, omissions or negligence of third persons or tenant/grantee in and about the said property. The Tenant/Grantee agree to indemnify and save the Landlord/Grantor harmless from all claims and liability for losses of or damage to property, or injuries to persons occurring in or about the leased/deeded premises unless caused by the negligence of the Landlord/Grantor, including, but not limited to, all claims and liability caused by the negligence of Tenant/Grantee, their agents, employees, invitees, and independent contractors excepting unforeseen liens or taxes previously attributable. Notwithstanding, any such future taxes shall be paid by Tenant/Grantee in consideration of the annexed Quitclaim Deed.

- 6. CASUALTY. In the event the premises are rendered untenantable by fire or other casualty, Tenant/Grantee may promptly repair the premises to its prior state.
- 7. TAXES. During the term of this Lease/Quitclaim Deed the Tenant/Grantee shall pay all taxes and assessments imposed upon the land and the building; the Tenant/Grantee shall pay all taxes and assessments imposed by reason of any improvements, which he may make or by reason of his own property and inventory stored therein.
- 8. UTILITIES. During the term of this perpetual Lease/attched Quitclaim Deed the Tenant/Grantee shall provide and pay for all electricity, heat, water, gas, sewer, telephone, and other utility charges upon said premises. Tenant/Grantee is responsible for the yard maintenance. The yard, parking area, driveways and outside of premises.
- 9. ASSIGNMENT AND SUBLETTING. The Tenant/Grantee shall have the right to assign or sublet the lease premises during the term of this perpetual Lease/Quitclaim Deed arrangement.

IN TESTIMONY WHEREOF, the parties hereto have caused this Perpetual Agreement and Lease/Quitclaim gift Deed as evidenced herein to be executed in duplicate originals, one of which is retained by each of the parties, this the date and year first above written.

ernetti Cardin (SEAL)

Jannetta Jordan, Landlord/Grantee

Emmaus, Greater Pentecostal Assembly, Churches of the First Born International, Inc.

President

Attested by: Doltarina V. Diaz

\_ Secretary

C. Carr, II

(CORPORATE SEAL)



18 CVS 000239

13 MAY 17 PM 3: 24 MAY 300 MAY 0.5.0.

# **EXHIBIT E**

# "COPY OF TITLE & VEHICLE REPORT and INCIDENT REPORT"

-for-

Defendant Lent Christopher Carr's
ANSWER, AFFIRMATIVE DEFENSES,
MOTION TO DISMISS, MEMORANDUM IN
SUPPORT OF MOTION TO DISMISS &
CANCELLATION OF PLAINTIFF'S LIS PENDENS

MVR 191 (Rev 1/13)

ADDITIONAL LIENS:

### CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER	}	YEAR MODEL	MAKE	BODY STYLE
1J4GK58K54W241125 TITLE NUMBER	• .	2004	JEEP TITLE ISSUE DATE	MP PREVIOUS TITLE NUMBER
775617151062152			04/28/2015	771182150498106
				ODOMETER READING
JANNETTA PIGFORD JO 3300 LAURINBURG RD	RUAN			ADOLETED CHAMIC
F 3300 LAURINBURG RD RAEFORD NC 28376-	7204		:	ODOMETER STATUS
	1.00	8.2 2008.	**	TITLE BRANDS
	:			
OWNER(S) NAME AND ADDRESS				en e
JANNETTA PIGFORD JORDAN				
3300 LAURINBURG RD RAEFORD NC 28376-7204				
er en de la companya				
· ·				3 (f 1880) (1831 9 (1811 1816) 1883 9 (1811 1814) 1864 1864 1864 1864 1864 1864 1864 1864
As WITNESS, his hand and seal of this D	no	nd year appearing is	n this certificate as the title issu	e date.
COMMISSIONER OF MOTOR VEHICL	.2.0			
FIRST LIENHOLDER:	DATE OF LIEN			
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	DATE OF LIEN	·	SIGNATURE	

94917282 152 T1C1527

## **Equipment Listing**

See also:

Get Vehicle History Report >

(http://www.vincheckup.com/affiliateLinks/?

aid=GSMCAMP&item=3&exitValue=ON&landing=loading&vin=1J4GK58K54W241125)

Jeep VIN decoder (/EN/Jeep) | Jeep Liberty 4x2 2004 Specs and features (/EN/Jeep/Liberty/2004/specs-features) | Jeep problems, recalls and complaints (/EN/Jeep/problems-recalls-complaints)

**↑** Top

Make sure to check VIM number before buying a useo car. Please search the VIM number to obtain a Jeop vehicle history report. Feature

Free Jeep VIN Number Decoder - Jeep Vehicle History with recalls and complaints - Cost effective Carfax Alternative

- What is VDS? VDS is a Vehicle Descriptor Section. VDS is used to specify a type of vehicle and may include information about the model, platform, engine and transmission.
- What is VIN? VIN is a Vehicle Identification Number
- What is VIS? VIS is a Vehicle Identifier Section
- What is WMI? WMI is a World Manufacturer Identifier. The first three symbols identify the manufacturer of the car.

Last decoded VIN numbers:

1J4GK58K54W241125 (/EN/check-lookup/1J4GK58K54W241125)

5HD1TC8C7DB953690 (/EN/check-lookup/5HD1TC8C7DB953690)

VF1JK03D638191062 (/EN/check-lookup/VF1JK03D638191062)

ZAM56PPA7E1077487 (/EN/check-lookup/ZAM56PPA7E1077487)

1j8HCE8N68Y130300 (/EN/check-lookup/1j8HCE8N68Y130300)

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JT164EEB103117725 (/EN/check-lookup/JT164EEB103117725)

WF0GXXGAJGAJ43373 (/EN/check-lookup/WF0GXXGAJGAJ43373)

Campaign #	Report date	Affected Component	Recall Initiator
04V337000	12/07/04	ENGINE AND ENGINE COOLING (/EN/Jeep/LIBERTY/2004/engine and engine cooling/recall/41032)	MFR
04V048000	06/02/04	EQUIPMENT:OTHER:LABELS (/EN/Jeep/LIBERTY/2004/equipment:other:labels/recall/41064)	MFR
06E065000	17/07/06	EXTERIOR LIGHTING (/EN/Jeep/LIBERTY/2004/exterior lighting/recall/36908)	OVSC
09E012000	07/04/09	EXTERIOR LIGHTING (/EN/Jeep/LiBERTY/2004/exterior lighting/recall/83364)	OVSC
06E026000	23/03/06	EXTERIOR LIGHTING (/EN/Jeep/LiBERTY/2004/exterior lighting/recall/60784)	OVSC
06E049000	05/06/06	EXTERIOR LIGHTING (/EN/Jeep/LIBERTY/2004/exterior lighting/recall/51129)	OVSC
13V252000	19/06/13	FUEL SYSTEM, GASOLINE:STORAGE:TANK ASSEMBLY (/EN/Jeep/LIBERTY/2004/fuel system, gasoline:storage:tank assembly/recall/102856)	ODI
04V111000	10/03/04	LATCHES/LOCKS/LINKAGES:DOORS:LATCH (/EN/Jeep/LIBERTY/2004/latches-locks-linkages:doors:latch/recail/42066)	MFR
13V252000	19/06/13	STRUCTURE (/EN/Jeep/LIBERTY/2004/structure/recall/102857)	ODI
096039000	19/06/09	SUSPENSION (/EN/Jeep/LIBERTY/2004/suspension/recall/74648)	OD1
06V288000	03/08/06	SUSPENSION:FRONT:CONTROL ARM:LOWER BALL JOINT (/EN/Jeep/LIBERTY/2004/suspension:front:control arm:lower ball joint/recall/50954)	ODI
12E047000	23/10/12	SUSPENSION:FRONT:HUB (/EN/Jeep/LIBERTY/2004/suspension:front:hub/recall/66795)	MFR
12V085000	05/03/12	SUSPENSION:REAR (/EN/Jeep/LIBERTY/2004/suspension:rear/recall/91166)	ODI

Issue ID	Failed	Affected Component	Miles	City/State	VIN Pattern
615142	20/12/06	SUSPENSION:FRONT:CONTROL ARM:LOWER BALL JOINT (/EN/Jeep/LIBERTY/2004/suspension:front:control arm:lower ball joint/problems/615142)	15000	LOS ANGELES, CA	1J4GK58K54W
834649	23/12/10	STEERING (/EN/Jeep/LIBERTY/2004/steering/problems/834649)	124000	BATON ROUGE, LA	1J4GK58K54W
925618	18/06/12	SUSPENSION (/EN/Jeep/LIBERTY/2004/suspension/problems/925618)	18400	FORT MOHAVE, AZ	1J4GK58K54W
955028	05/12/12	AIR BAGS (/EN/Jeep/LIBERTY/2004/air bags/problems/955028)	14700	ALBUQUERQUE, NM	1J4GK58K54W

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# Office of the Sheriff

Hoke County Sacriff's Office and Emergency Management

HIBERT A. PETERKIN, Sheriff

429 East Cautral Avanue Raeford, NC 28376 PO Box 300 Rapiford, NC 28375 Plante (910) 375-5111 Hark (910) 404-1903



investigadora Adjunta	Número de Caso
단echa	

Esta información le ayudará a obtener una copia de su informe. Por favor guárdelo para finturas consultas. Su caso se clasifica en una de cuatro maneras, que soa:

DNACTIVO: Un caso que, después de haber sido revisado, y por falta de información o pruebas que no se asignará immediatamente una investigación de seguimiento. Será, sin embargo, permanecen en el archivo. Más investigación se iniciará si desarrollamos y / o proporcionarle información adicional

CERRADO / ACLARADOS: Un caso, que se clasifica como "cerrado / borrado" de las siguientes maneras: la detención, la víctima se niega acusación, la localización de la propiedad y / e de las peasonas o la investigación revela no hubo delito.

CERRADO LLEVA AGOTADO: Un caso que se clasificarán en esta forma, se hará así que después de todos los conductores han sido objeto de segnimiento y / o agotado y persecución no era posible.

INVESTIGACIÓN MÁS: Un caso que se clasificarán en esta forma será remitido a un detective para una mayor investigación y / o serán objeto de seguintiento por el diputado original para determinar si el caso se puede borrar alguna de las situaciones de casos anteriores.

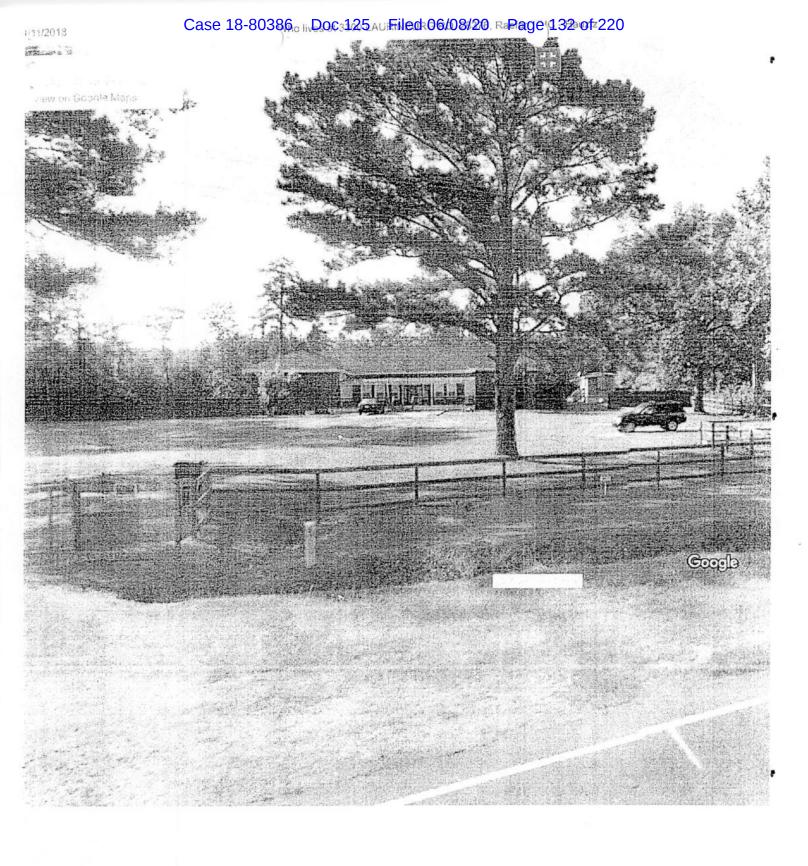
Usted nos puede ayudar en avestra investigación informando puntualmente:

- La nueva información se descubre o recuerda.
- Propiedad faltante adicional no mencionado anteriormente
- recuperado la propiedad
- · Otra información, como números de serie, testigos, etc

Si el diputado la investigación de su caso determina que quede que tenga que hablar con el magistrado para solicitar una orden, usted puede hacerlo comparecer ante un magistrado del Condado de Hoke ubicada en el 119 Este Edinborough Avenida. Raeford, MC 28376.

USTED PUEDE OBTENER UNA COPIA DE SU INFORME DE 7 A 10 DÍAS LABORALES POR VENIR A LA OFICINA DEL SHERIFF DEL CONDADO DE HORE CON SU NUMERO DE INFORME.

Nationally Accredited Agency



# **EXHIBIT F**

# "LETTER SENT TO DEFENDANT FROM PLAINTIFF WHILE SHE WAS INCARCERATED IN WAKE COUNT JAIL"

-for-

Defendant Lent Christopher Carr's ANSWER, AFFIRMATIVE DEFENSES, MOTION TO DISMISS, MEMORANDUM IN SUPPORT OF MOTION TO DISMISS & CANCELLATION OF PLAINTIFF'S LIS PENDENS

EXHBIT "F"

18 CVS 000239

Also, apostle please pray and ask black to lead in to the night attorney who will do the seeing for me. I need someone who is honest, wise, knows the law, unapraid and will fight for every penny I need to get out of the region. On I said before I went to start at \$100 million. I believe of John Paris feet I was worth \$1,286 million per day to bidrap and hold hostage for own a year than I should believe him. I need someone who knows the law, can interpret the law, cares about getting judice for me and wise not try and atend my settlement on the back said.

now as it relates to the house at 3500 Laurintery Rd., Resport, No 28376. I still have my stuff = the house that I was thinking that you grup should just more or in the house. Instead of you fait moring to 4160 countries P who I get out of feel I will move in that house when would beine you'll from moving twice. What house needs is stone but has a heige industrial repriger tos. There are some itims that was stey with the house because they are made for large homes such as that so you can have these items ! The master bedroom furniture, the mater the dering room table and chia cotinit, the side (in the dining room) whate fainture piece, the living room wall units (along the food well and side will). In the library you can have the file cabinets just please poer my files to getter in boxes and cobel them. You can have the office furniture at the file coherent norms and the library room. Peuse paul my books from the library you ter also have all the carpits and rule or the flowrs. you have I aptions for my olyf; either you can take all of it and store it on one side of the great room ( gryn) would I come get it of move it into the house at 4160 beer indreg Rd. (less there mile down the street) for me Mr. Eleanor kireland (910) 978-753, has the key to the Louse . th! there is supposed to be a chair on the fence to the house my gourgest daughter, ga'lare has the Key call her at (910) 527-1898 so she can give you the try. The code to the house is 10937 Her press the Unlow wow. Please when you leave press the lock wow and make sever the door wills behind you If you chee to move the stuff to the other house for the this would be a blessing to me plus all that fewriture would

Lastly, there is in this in the great norm floor. Over help the floor was refurtified by concrete columns tenderwith our the years as the floor settled it created the clent. share is also a soft spake going este the kitcher area, but still in the great norm part. There was a jail pleased under this part and over the years it feel. Don't warry, I'm given haire a Brother in Christ come and researce the nest of the great norm with the concrete calciner underseath. I'm paying

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JUNE COUNTY, C.S.C.

BY\_\_\_\_\_\_

# **EXHIBIT G**

## "DURABLE POWER OF ATTORNEY"

-for-

Defendant Lent Christopher Carr's
ANSWER, AFFIRMATIVE DEFENSES,
MOTION TO DISMISS, MEMORANDUM IN
SUPPORT OF MOTION TO DISMISS &
CANCELLATION OF PLAINTIFF'S LIS PENDENS

EXHIBIT "G"

18 CVS 000239



Erich M. Fabricius Stephanie L. Fabricius

el 919-295-6001 tax 919-890-3833

affice 106 North First Avenue Suite D Knightdale NC

mail P.O. Box 1230 Knightdale NC 27545-1230

#### Erich M. Fabricius

Attorney-at-Law

emf@fabriciuslaw.com

April 20, 2018

Hoke County Clerk of Suberlar County

PO Drawer 1569

Raeford, NC 28376 2018 APR 25 A 11: 39

Re: Jannetta Jordan # OKEPt Carr, 18 CVS 239

Dear Sir or MadamBY

We are submitting the enclosed notice of bankruptcy for filing in the case of Jannetta Jordan v. Lent Carr, 18 CVS 239.

Should you require anything of us, please do not hesitate to contact us.

Sincerely,

rich M. Fabricius

Enclosure

Case 18-80386 Doc 125 Filed 06/08/20 Page 138 of 220 Hoke Count Clerk of Superior Court, P sford NC

Civil Receipting

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VCAP Receipting (Print validation on back of form)	File Number(s)   8 CVD 239
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Bond Forfeiture Before Judgment: 22800 \$	Judgment Payment: 26120(Books) \$
Upset Bid:	Attorney Fees: \$
26700 \$	Name:

# Debtors' Exhibit 2

July 15, 2019

To: Pastor Lent Carr 3300 Laurinburg Road Raeford, NC 28376

In Re: Real Estate Purchase Contract for 3300 Laurinburg Road, Raeford NC 28376

#### Dear Pastor Lent Carr:

I am writing you this letter post your and I's meeting had July 6, 2019, discussing the Federal Judge's Order made and entered on July 5, 2019. As I stipulated to you during our meeting "the Order granting the "Motion For Private Sale Free And Clear" as filed by your Attorney in your Chapter 13 case seemed to me at the time to be in order, and would rectify my concerns of the lis pendens issue I had with moving forward with the sell initially as to 3300 Laurinburg Road, Raeford NC.

Of course as you maintained to me during our prior discussions for purchase of the property that Janetta Jordan's filing of such lis pendens was illegal and a slander to your title rights as owner, along with my Attorney's reassurances that it was indeed a violation of North Carolina Law and had to be dismissed at some point, as there was absolutely no constructive interests alleged in the Complaint she filed in Hoke County, but claiming nothing more than money you allegedly owed her bearing no such written contract even remotely to that effect. Nevertheless, Judge James' ruling on my part did provide a Pyrrhic Victory regarding the illegally made lis pendens issue, but in hindsight, as I told you I would, I did go over the Order with my Attorney, and he like myself did express major concerns regarding the language of the Order on Page 2 and Numbered Paragraph 9. As you well know Sir., I was ready to purchase the property for my Family Business on the day you and I negotiated the sell price of \$568,000.00, and contract stipulation for that venture. However, it would be unconscionably unfair to me not to have some sort of protection beyond my acquiesce to pay the amount in which you and I found just and reasonable for what my Family and I envisioned marketable for our new business venture. Please don't take my position here wrong Pastor; my Family and I have had occasion to truly get to know you and your Family; your integrity, sincere pastoral care and community advocacy for those less fortunate. Albeit, you are a staunch business man in your own right, and leader who I know can understand and appreciate my trepidation here and decision to exercise my rights as governed by our previously entered contract in its original form to void and nullify said agreement as of NO FAULT OF DEFAULT OF EITHER PARTY. Equally understood, I do understand Judge James' concern for estate protection, her judicious legal insulation of your not encumbering additional debt and her entire rationale in the Order. Even so, I am not protected from exposure to unforeseen financial obligations as part of the Ruling. Thus, nullification.

Furthermore, as has been chronicled by Myra, (I've attached a copy of her Affidavit) regarding this lady, Janetta Jordan coming by one of our properties on numerous occasions with nefarious intent, and her being so emboldened as to hold herself out as a Federal Agent disparaging you, your church and harassing my Family through threats and bribery of money not to move forward with our purchase contract has certainly lend to our final decision not to pursue the acquisition of the property. We are just not certain as to what this woman is capable of. With what you described about her for purposes of full disclosure of our agreement, Sir. It is true! She's Lawless to say the least. Myra has confided in me that she now look over her back all the time, especially when she is preparing to come to your Church. I asked my Attorney to do a background check on her and along with her defrauding medicaid of hundreds of thousands of dollars; and her taking advantage of 5 of her clients in which would have thought she would have at least a moral and ethical decency not to have paid or bribes mentally challenged patients if not for no other reason than just human regard, Pastor, did you know that this lady has been convicted of breaking and entering also? And to call herself a Doctor? We so you know, Janetta Jordan's for Professional Counseling with the State Board has also been suspended and they have been trying to serve her with a Hearing Summons in which my Attorney says she has been ducking. Not to make this regrettable letter to void our contract about Janetta Jordan Sir. Ust thought you should know that the same trick in which she has attempted to harm you with, she also

apparently did the identical thing to a Mr. William Buckley, according to court filings I've attached I believe in whom was supposed to be one of her husbands in the past. You've got to read the information, then you will understand that this woman will stop at nothing to get what she wants. Pastor, please be careful. I fear even the more now having read with my own eyes information provided me.

Also, look at the attached News Paper article regarding the property sold by Mr. Buckley to a Mr. McDuffy. That property burned down mysteriously with young children in the trailer, and Mr. Buckley at some point was able to escape Janetta and went to Ohio where his Family was and she tracked him down there too. Finally, what was interesting about these occurrences is that as my Attorney pointed out to me is that it appears that when Janetta doesn't get her way, she tries to frame individuals in court settings as having some sort of mental disorder. She did it with Mr. Buckley, and according to what I believe is an ongoing investigation regarding some of what Janetta requested you to do as you showed me in a letter written by her to you from jail, (check with the Fayetteville Police Department Detective assigned to a case where a man name Henry Wayne Moore and others, along with Janetta are the subject) this seems to be her signature. I'll discuss these matters further when I phone you.

At any rate, I am requesting that we meet on Thursday, July 18, 2019, so that the earnest money given to you of \$10,000.00 will be reimbursed, and we can follow-up on the purchase of your property by sometimes later in the future when we both can be fully protected per contract, and most importantly, Janetta Jordan prayerfully will be out of the equation all together legally speaking. I, nor my Family intend to be intimidated any further by this woman any further. As Myra warned Janetta when she came to our house posing as a Federal Agent; she is trespassing and the next time charges will be filed against her. I believe Myra has already reported her to the FBI. Though she was able to interfere with our contract on so many ways this time, there will be no next time as we are on guard now.

Sincerely,

Thomas J. Marshall & Thomas J. Marshall

RECEIPT Rainburg	majof Earnest No. 903191
DATE July 17, 2019	
FROM Lens Christopher Ca	\$10,000.00
Jon Sport Dollar	u 9100DOLLARS
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Amount of Account  Amount of Paid    Amount of Paid   Amo	sh $\ell$

# Debtors' Exhibit 3

#### REAL ESTATE PURCHASE AGREEMENT

This REAL ESTATE PURCHASE AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into on March 1, 2019, by and between Lent Christopher Carr ("Seller") and Thomas Jerome Marshall ("Buyer") (Seller and Buyer are each a "Party" to this Agreement and are collectively the "Parties").

- 1. Purchase Agreement. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, the property located at 3300 Laurinburg Road, RAEFORD, North Carolina 28376 (the "Property") including all buildings, improvements, and fixtures attached or located on the land other than those excluded herein and subject to all easements, protective covenants, rights-of-way, and mineral rights, if any, according to the terms and conditions contained herein.
- 2. Legal Description. The Property is legally described as follows:

a.

BEGINNING" at an icon stake in a ditch in the north edge of U. S. Highway 401, Hendrix's corner, and running thence N 12-45 W 350 feet to an iron, at an oak; thence S 84-00 W 424.5 feet to a stake, the northwest corner of Tract No. 1 as shown in Book of Maps 1, Page 129 of the Hoke County Public Registry; thence S 9-15 E 510 feet to a steel blade in the north edge of U. S. Highway 401, McNeill's corner; thence N 62-30 B 475 feet along the north edge of said U. S< Highway 401 to the point of beginning. This description is taken from a map by R. H. Gatlin, Registered Surveyor, dated 10-5-57, and the property herein described contains 4.2 acres. THERE IS EXCEPTED FROM THIS CONVEYANCE THE FOLLOWING TWO TRACTS: \* • . - • - - Tract I: —Ascertain tract or parcel of land in Blue Springs Township, Hoke County, North Carolina, situated about three miles southwest of Raeford, N. C., lying about 75 yards northwest of U. S, Highway 401 near its intersection with State Road No. 1139/ adjoining the lands of John K- McNeill on the west, 3. B. McLeod on the north and Willie Harrell on the east, being further described as follows: Beginning at an iron pipe with two pine pointers, said iron pipe being the northwest corner of the Willie Harrell 4.2 acre tract described in Deed Book 159 at Page 223 in the Hoke County Registry, said beginning point also being a common corner with the John K. McNeill tract described in Deed Book 106 at Page 8 and the J. B\* McLeod tract described in Deed Book 145 at Page 984 in the Hoke County Registry? running thence from the beginning as the common line of J- B. McLeod and the aforementioned Willie Harrell 4.2 acre tract, N 82-21 E 150\*00 feet to 5/8 inch iron set in the north line of said Harrell 4.2 acre tract; thence a new line, S 22-22.2 E 254«88 feet to a 5/8 inch iron; thence a new line, S 62-30 w 222.95 feet to a 5/8 inch iron in the west

line of said Harrell 4.2 acre tract; thence as the west line of said 4.2 acre tract, a common line with John K. McNeill, N 08-33 W 322.26 feet to the point of beginning f containing 1.2 acre, more or less, as surveyed by Leland D« Strotherf R, L« S., on November 24r 1982, and being a portion of the Willie Harrell 4\*2 acre tract described in Deed Book 159 at Page 223 in the Hoke County Registry. Tract II: A certain tract or parcel of land in Blue Springs Township, Hoke County# North Carolina, situated about three miles southwest of Eaeford/ N. C., fronting on the northwest side of U. S. Highway 401 near its intersection with State Road No. 1139, adjoining the lands of John K, McNeill on the west and Willie Harrell on the east, being further described as follows: Beginning at an iron blade 50<sup>3</sup> feet north of the center line of the pavement of U. S. Highway No. 401, said iron blade being the southwest corner of the Willie Harrell 4.2 acre tract described in Deed Book 159 at Page 223 in the Hoke County Registry, said beginning point also being a common corner with John K. McNeill tract described in Deed Book 106 at Page 8 in the Hoke County Registry; running thence from the beginning as the common line of Harrell and McNeill, N 08-33 W 187.64 feet to a 5/8 inch iron set in said conation line of Harrell and McNeill; thence a new line N 62-30 E 222.95 feet to a 5/8 inch iron; thence a new line S 22-22.2 E 178.18 feet to a 5/8 inch iron set in the south- easst line of the Harrell 4.2 acre tract, said iron being 50.8 feet northwest of the center line of the pavement of U. S. Highway No\* 401; thence as the southeast line of said Harrell 4.2 acre tract, generally ds the northwest right-of-way line of U. S. Highway No. 401, s 62-30 w 267.95 feet to the beginning, containing 1.0 acre, more or less, as surveyed by Leland D. Strother9 R. L« S., on November 24, 1982, and being a portion of the Willie Harrell 4.2 acre tract described in Deed Book 159 at Page 223 in the Hoke County Registry.

- 3. Purchase Price. The total purchase price for the Property is \$568,000.00. Buyer will pay \$10,000.00 (the "Earnest Money") upon the execution of this Agreement and then pay the remaining \$558,000.00 of the purchase price at closing.
- 4. Earnest Money and Other Deposits. Buyer swears and Seller acknowledges that upon the execution of this Agreement the Earnest Money will be deposited into an "Escrow Account." Any and all other deposits made will also be deposited into the Escrow Account. The Earnest Money is nonrefundable unless an exception herein applies.
- 5. Closing Date. Closing will occur on July 5, 2019 (the "Closing Date"), at which point Seller will transfer title to the Property to Buyer. However, either Party may unilaterally delay closing for any reason, but in no event will closing occur more than 30 days after the Closing Date specified herein unless both Parties agree to extend the Closing Date in writing. If closing is delayed or extended as permitted by this Agreement, the Closing Date for purposes of this Agreement will be the date on which closing actually occurs.

- 6. Delivery of Possession. On the Closing Date, Seller will deliver possession of the Property to Buyer unless the Parties agree to a different date in writing. Seller will maintain all insurance covering the Property until the Closing Date. Seller agrees to deliver the Property in substantially the same condition as its present state and that Buyer will have the opportunity to inspect the Property prior to the Closing Date. If the Property is not in substantially the same condition as its present state upon delivery, Buyer will have the right to either (a) have the Earnest Money and all other deposits refunded and cancel this Agreement, or (b) accept the Property in such condition and require Seller to pay for the repairs to restore the Property to its former condition. Should Buyer choose this second option, all such repairs must be completed no later than 45 days after the Closing Date, with Seller paying Buyer a \$200 penalty for each additional day after the 45-day period that such repairs are not complete.
- 7. Closing Costs. The costs associated with closing this Agreement will be paid as follows:
  - a. Seller pays all costs associated with preparation of the deed of the Property; property transfer tax including City and County transfer tax if applicable; for recording any documents related to this sale and ownership change; for half of the escrow fees, if applicable; for any home loans and other debts on the Property not assumed by Buyer including any associated fees; for any judgments, tax liens, or other liens necessary to clear title; and for any recording charges for documents necessary to clear title.
  - b. Buyer pays for a title search, a title report, and a property owner's title insurance policy covering the amount of the purchase price; any real estate agent's commission, unless otherwise agreed in writing by the Parties; for half of the escrow fees, if applicable; for the Homeowners' Association transfer fee, if applicable; the lender's title insurance premium, if applicable; for any new home loan charges or assumption of existing loan charges unless otherwise required by the lender; and for any costs associated with financing the purchase of the Property.
  - **c.** Each Party pays for their own notary fee associated with signing this Agreement, if applicable;
  - **d.** Each Party agrees to pay for all other cost associated with closing this Agreement in additional writing, if applicable.
- 8. Escrow Account. A third-party trustee chosen by Buyer will manage the Escrow Account according to the terms of this Agreement. Any procedures followed by the Escrow Account manager must not conflict with the terms herein. The Escrow Account manager is hereby relieved and released of all liability in the event the close of this transaction and/or loan payoff is delayed pending clearance of such funds in accordance with standard banking practices.

- 9. Procedure at Closing. On the Closing Date, Buyer and Seller, the Escrow Account manager, and any other party required to be present will gather to execute the necessary documents, at which point the Escrow Account manager will distribute the funds in the Escrow Account to the appropriate parties and file the deed to the Property. Closing will not occur if any of the following conditions have not been met:
  - **a.** The purchase price, closing costs, and all other payments required herein are deposited into the Escrow Account;
  - **b.** The deed to the Property and any other documentation needed to close the transaction are prepared and delivered to the necessary parties;
  - c. The title company is ready to issue a title policy and, if title defects are preventing the title company from issuing the policy, closing will not occur unless Buyer chooses to waive such title defects in writing;
  - d. Seller has repaired or removed all material defects on the Property prior to the Closing Date unless waived in writing by Buyer;
  - e. All contingencies stated in this Agreement have been satisfied unless waived in writing; or
  - **f.** All other conditions of closing stated in this Agreement or required by law are satisfied.
- 10. Proration. Taxes, assessments, rents, and Homeowners' Association dues, if any, are to be prorated to Seller up to, but not including, the Closing Date. The Parties will coordinate with each other and the utility companies to ensure all utilities are transferred out of Seller's name and into Buyer's name on the Closing Date, including water, sewer, electric, and gas. Any utilities not transferred on the Closing Date will be prorated according to historical average usage for that month or otherwise according to the prior month's charges.

#### 11. Title Requirements

a. Title Report. Upon executing this Agreement, Seller will order a title report and have it sent to Buyer. Buyer must notify Seller within 10 business days of any objections Buyer has to any existing title defects, including any encumbrance, easement, or other recorded restriction. Upon receiving notice of an objection to a title defect, Seller must cure the defect on or before the Closing Date. Seller may use money deposited from the purchase price to clear any title defect. If Seller fails to cure all defects objected to on or before the Closing Date, Buyer may choose to have the Earnest Money and all other deposits refunded and cancel this Agreement. Alternatively, Buyer may choose to continue the transaction by waiving any title defect in writing.

**b. Title Insurance.** Buyer agrees to purchase a standard form property owner's title insurance policy covering the amount of the purchase price for Buyer from a certified insurance company. Such policy will insure Buyer against any defect or encumbrance on the title to the Property other than those stated on the deed transferring title to Buyer.

### 12. Buyer Contingencies

- a. Financing: Third-Party Lender. Unless waived by Buyer in writing, this Agreement is contingent on Buyer's ability to obtain a financing commitment from an institutional third-party lender on or before July 1, 2019 (the "Financing Contingency Date"). The loan must be at the prevailing interest rate, and the loan must finance at least 80% of the purchase price unless Buyer has sufficient funds by the Contingency Date to pay for the portion of the purchase price not being financed by a third-party lender. Buyer will make a good faith effort to secure such financing by the Contingency Date; however, if Buyer is nonetheless unable to secure such financing, this Agreement will be canceled and the Earnest Money and all other deposits will be refunded to the respective Parties.
  - i. Commitment or Denial Statement. Buyer will provide Seller a copy of a commitment or denial statement from the third-party lender by the Financing Contingency Date. If Buyer does not provide Seller a copy of a commitment or denial statement from the third-party lender by the Financing Contingency Date, this Agreement will be canceled and Buyer will forfeit to Seller the Earnest Money and all other deposits made by Buyer. If Buyer does provide Seller a copy of a denial statement from the third-party lender by the Financing Contingency Date and Buyer so requests, Seller may choose to give written consent to extend the Financing Contingency Date to allow Buyer additional time to secure financing. In this event, if Seller does not then extend financing by the extended Financing Contingency Date this Agreement will be canceled and the Earnest Money and all other deposits will be refunded to the respective Parties.
  - ii. Alternative Financing. Buyer reserves the right to obtain alternative financing by the Financing Contingency Date, but any alternative financing obtained must not result in any increased costs to Seller.
- b. Appraisal. Unless waived by Buyer in writing, this Agreement is contingent on the Property receiving an appraisal for an amount equal to or greater than the purchase price. Buyer will pay for and obtain an appraisal of the Property within 10 business days of this Agreement. If the appraised value of the Property is for less than the purchase price, either Party may choose to renegotiate for a new

purchase price prior to the Closing Date, and, if the Parties are unable to agree on a new purchase price prior to the Closing Date, this Agreement will be canceled and the Earnest Money and all other deposits will be refunded to the respective Parties.

- **Inspection.** Unless waived by Buyer in writing, this Agreement is contingent on c. Buyer receiving an inspection report on the condition of the Property from a reputable inspection company. Buyer must pay for and have the inspection completed within 10 business days of this Agreement. If the inspection is not completed within 10 business days of this Agreement, Buyer will be said to have waived this inspection contingency unless the delay is on the part of the inspection company, in which case the inspection must be completed within 15 business days of this Agreement. If the inspection report discovers the existence of a material defect, as defined below, Buyer may choose to either (a) accept the defect and continue with this Agreement, (b) negotiate a reduction of the purchase price, (c) cancel this Agreement and have the Earnest Money and all other deposits refunded to the respective Parties, or (d) request that Seller repair the material defect. If Buyer chooses to negotiate a reduction of the purchase price, the Parties will have 10 business days to reach an agreement, otherwise this Agreement will be canceled and the Earnest Money and all other deposits will be refunded to the respective Parties. If Buyer requests that Seller repair the material defect and Seller fails to repair the material defect within 10 days of Seller receiving notice of it, Buyer may choose to cancel this Agreement and have the Earnest Money and all other deposits refunded to the respective Parties. Seller will pay the cost of any re-inspection to confirm repairs were made.
  - i. Violation of Local Ordinance. If the inspection report discovers that repairs are required to bring the Property in conformance with any local ordinance and Seller fails to repair the material defect within 10 days of Seller receiving notice of it, Buyer may choose to cancel this Agreement and have the Earnest Money and all other deposits refunded to the respective Parties.
  - ii. Notice of Repairs. If repairs are requested by Buyer or are required to bring the Property in conformance with any local ordinances, Seller covenants to provide Buyer written notice of any such repairs made to the Property within 5 business days of completing the repairs or by the Closing Date, whichever occurs first.
- **d.** Waiver of Contingencies. If Buyer so chooses, Buyer may waive any or all contingencies set forth herein by so stating in a signed writing.

### 13. Seller Representations and Warranties

- a. Marketable Title. Seller represents that it owns the Property in fee and has the authority and capacity to enter into this Agreement. Seller covenants to convey good and marketable title to the Property by general warranty deed that warrants that the Property is free of all title defects except those stated on the deed and waived by Buyer in writing. The deed will be deposited into the Escrow Account on or before the Closing Date.
- b. Condition of Property. Unless otherwise agreed in writing, Seller represents and Buyer acknowledges and accepts that the Property is sold (a) "As Is" in the substantially similar physical condition as of the date of this Agreement and (b) subject to all applicable Buyer's inspection, contingency, and due diligence rights herein.
  - i. Material Defect Disclosure. A "material defect" means any condition existing on the Property that would cost more than \$500 to repair or remove or any condition that would have a substantial negative effect on the value of the Property or the health or safety of the occupants, including structural, mechanical, environmental, pest, or other conditions. Unless waived by Buyer in writing, Seller agrees to disclose known material facts and material defects affecting the Property, including known insurance claims within the past 5 years, and make any and all other disclosures required by law within 5 business days of this Agreement. At Buyer's own expense, Buyer has the right to conduct investigations into the disclosed material facts and material defects. Based upon the information discovered from such investigations, Buyer may choose to cancel this Agreement and have the Earnest Money and all other deposits refunded to the respective Parties or request Seller make repairs or take other action.
- c. Violations. Seller represents that it has not received notice from any government authority regarding any violation of any laws, ordinances, or codes in connection with the condition of the Property. If Seller learns of the existence of any such violation, Seller covenants to immediately notify Buyer.
- d. Encroachments. With the exception of the following encroachments, Seller has no knowledge of the existence of any improvement encroaching on boundary lines of the Property: \_\_\_\_\_\_\_ By signing this Agreement, Buyer acknowledges that Seller has recommended for Buyer to obtain a survey of the Property at Buyer's expense.
- e. Environmental Threats. Seller represents that it has no knowledge of any existing or impending environmental threat that poses a substantial risk of significantly diminishing the value of the Property or that would impair Buyer's intended use of the Property such that it would be unconscionable for Seller not to

- disclose it. Examples of such threats include, without limitation, environmental hazards, toxic substances, endangered species, sinkholes, pollution, and pest problems.
- **f. Government Assessments.** Local governments may periodically charge property owners an assessment for improvements that benefit their properties, such as sidewalks or sewers. Seller covenants to pay for any government assessments for municipal improvements completed on or before the Closing Date, and Buyer will pay any assessments for municipal improvements completed thereafter.
- g. Mechanic's Liens. Seller covenants to pay off any existing mechanic's liens on the Property on or before the Closing Date and to ensure that any labor or materials furnished between the signing of this Agreement and closing will be paid for in full on or before Closing Date.
- h. Foreign Investment In Real Property Tax Act (FIRPTA). Seller represents it is not a foreign person or foreign corporation as defined by the Foreign Investment In Real Property Tax Act (FIRPTA), and, therefore, Buyer will not be required to comply with the withholding requirements of FIRPTA at closing.
- i. Survival of Warranties. Seller's warranties in this section will continue through and survive the Closing Date, the completion of this Agreement, and the delivery of the deed and possession of the Property to Buyer.

#### 14. Seller Disclosures

- a. Local and State Ordinances. Buyer acknowledges and understands that real estate owners are legally required to abide by state and local ordinances and zoning restrictions and that it is Buyer's responsibility to ensure it is acting in compliance with the law regarding this Property.
- b. Flood Area. Seller agrees to disclose whether or not the Property is located in a flood area as determined by the pertinent government authority. Buyer acknowledges and understands that the location of rivers, swamps, lakes, and other wetlands, if present nearby, could have a negative impact on the value of the Property or the development of local real estate.
- c. Radon Gas. Buyer acknowledges and understands the following:

  RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT,

  WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT

  QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE

  EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED

  FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS

  IN THIS STATE. ADDITIONAL INFORMATION REGARDING RADON

- AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.
- d. Smoke and Carbon Monoxide Detectors. Buyer acknowledges and understands that local or state law may require the use of smoke and/or carbon monoxide detectors. If so required by local or state law, Seller agrees to provide Buyer a certificate confirming compliance with local or state smoke and/or carbon monoxide law.
- **Lead Contamination.** Buyer acknowledges and understands the following: e. EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING, LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS, AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE BUYER WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN SELLER'S POSSESSION AND NOTIFY BUYER OF ANY KNOWN LEAD-BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.
- **f.** Government Action and Restrictions. Buyer acknowledges and understands that it is Buyer's sole responsibility to investigate whether any existing, pending, or proposed government legislation, restriction, or action may affect the value of the Property or Buyer's intended use of the Property.
- 15. Release of Dower. If not already a Party to this Agreement, Seller's spouse, if any, joins in signing this Agreement in order to give his or her consent to the release of any dower or other marital rights in the Property.
- 16. Risk of Loss. Seller assumes the risk of loss if the Property is destroyed or a material defect or other loss occurs between the date of this Agreement and the Closing Date. If Seller fails to restore the Property to its former condition, Buyer may choose to either (a) cancel this Agreement and have the Earnest Money and all other deposits refunded to the respective Parties, or (b) accept the Property with the loss and require Seller to pay or assign to Buyer any insurance proceeds payable to Seller as a result of such loss.

- 17. Cancelation of Agreement. If this Agreement is canceled as permitted by the terms herein, it will be deemed voided, with both Parties being fully released from performance, and neither Party will have any recourse against the other.
- 18. Default and Remedies. Upon Seller's default of this Agreement, Buyer will be entitled to either (a) cancel this Agreement and have the Earnest Money and all other deposits refunded to the respective Parties, or (b) pursue any remedy available by law or equity, including seeking specific performance. Upon Buyer's default of this Agreement, Seller will be entitled to either (a) cancel this Agreement, keep the Earnest Money as liquidated damages, and have all other deposits returned to the respective Parties, or (b) pursue any remedy available by law or equity, including seeking specific performance. In addition to any other relief that may be awarded, the prevailing Party of any action at law or in equity brought to enforce or interpret this Agreement will be entitled to reasonable attorneys' fees and costs.
- 19. Mediation and Arbitration. All claims or disputes related to the performances or interpretation of this Agreement that the Parties are unable to resolve themselves will be first submitted to a mediation services provider mutually acceptable to both Parties or otherwise through a mediator with the American Arbitration Association. If Parties are unable to resolve the claims or disputes themselves or through mediation, all claims or disputes will be resolved by neutral binding arbitration through an arbitration services provider mutually acceptable to both Parties or otherwise through the American Arbitration Association. Both Parties will share the costs of mediation and arbitration equally.
- 20. Deposit Procedure During Disputes. In the event of a claim or dispute related to the performances or interpretation of this Agreement, the party managing the Escrow Account will either (a) retain all deposits, including the Earnest Money, until the claim or dispute is resolved, (b) release any or all deposits, including the Earnest Money, if the Parties so agree to release the funds by written agreement, or (c) take any other action permitted or required by law or regulation regarding the deposits in the Escrow Account.
- 21. Accurate Purchase Price. The Parties agree that the purchase price paid by Buyer will be an accurate reflection of the true value of the Property at the time of closing. The Parties agree to disclose this to the Internal Revenue Service as required by law.
- 22. Further Assurances. The Parties agree to execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Agreement, including, without limitation, any documents or things that may be required by a third-party lender or title company.
- 23. Notices. Any notice, service of process, or demands required or permitted under this Agreement or under law will be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

**IF TO SELLER SEND TO:** Lent Christopher Carr, 3300 Laurinburg Road, Raeford, North Carolina 28376

**IF TO BUYER SEND TO:** Thomas Jerome Marshall, 114 King Robinson Drive, Elizabethtown, North Carolina 28377

#### 24. Miscellaneous Terms

- a. Entire Agreement. This Agreement, including any attachments, addendums, exhibits, and amendments hereto, represents the entire and singular agreement between the Parties with respect to the matters herein stated, and any prior agreements, promises, or representations not included herein are void and of no effect.
- **b. Governing Law.** The Parties agree and acknowledge that all provisions of this Agreement shall be governed by and construed in accordance with the laws of North Carolina exclusively and without reference to principles of conflict of laws.
- **c. Assignment.** This Agreement will be binding and inure to the benefit of the Parties, their personal representatives, successors, guardians, and assigns, but only to the extent that such assignment is permitted by the terms of this Agreement, if at all.
- **d. Survival.** The terms of this Agreement that impose an obligation on either Party after the delivery of the deed to Buyer will continue to survive until satisfied.
- e. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, that provision shall be considered removed from this Agreement; however, the remaining provisions shall continue to be valid and enforceable according to the intentions of the Parties. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed written, construed, and enforced as so limited.
- f. Force Majeure. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that results from causes or events beyond its reasonable control, including, without limitation, uncontrollable natural forces, war, labor or trade disputes, riots or civil unrest, or government action.
- g. Joint and Several Liability. In the event two or more persons or entities are named as one Party to this Agreement, such persons' obligations and responsibilities will be joint and several.

- h. Amendments. Any amendments, modifications, or additions to this Agreement must be expressly made in a writing signed by all Parties.
- i. **Time of Essence.** Time is of the essence for this Agreement.
- Construction. In this Agreement, the masculine, feminine, and neuter genders j. will be interpreted to include each other, as will the singular and plural. Headings used herein are for convenience only and will not be interpreted to give any meaning to their respective provisions.
- Counterparts. This Agreement may be executed in counterparts, each of which k. will be deemed an original but considered part of one agreement.

The Parties have read this entire Agreement and hereby agree to fully perform all the terms and conditions in good faith. By signing this Agreement each Party swears that the information it has provided is true and accurate to the best of its knowledge and belief.

NOTICE: THIS IS AN IMPORTANT LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS. CONSULT AN ATTORNEY IF YOU DO NOT UNDERSTAND THE TERMS OF THIS AGREEMENT.

**BUYER** 

Name: Thomas Jerome Marshall

Sign: M. D. W. O. Super profest Date: 5/60/ 2006

**SELLER** 

Name: Lent Christopher Carr

Date: 5/20/2019

8€Ł∕LER'S SPOUSE - SPOUSAL ACKNOWLEDGMENT

(If a Seller is an individual with a spouse that is not also a Seller in this Agreement, that spouse must sign here. If not, ignore this section.)

By signing below I hereby release any right of dower in the Property subject to this agreement.

Name: De Harinal (arr
Sign: Vettamal (arr Date: 5/20/19

### Witnesses

On this the 20+1/day of May, 2014, the foregoing instrument was sworn to and acknowledged before me by Thomas Terome Marshall Lent Oristopher Carry and Deltarine V Carr, known or proven to me to be the person(s) whose name(s) is/are subscribed to within the instrument. I further swear that I am unrelated to the parties signing this document by blood and hold no interest in the transaction.

FIRST WITNESS
Name: Chad Mc Millen
Sign: Date: 5/20/19
Raeford, NC 28376
Kaeford, NC 28376
SECOND WITNESS
Name: Michele Hart
Sign: Michael Hart Date: 5.20.19
Address: 1108 Fayetteville Rd
Rue hold, NC 26376

## **NOTARY ACKNOWLEDGMENT**

(Seller)

State of North Carolina SS. County of Hoke	
On $5-20-19$ (date), before me, $Da$ appeared <b>Lent Christopher Carr</b> , who prothe persons whose names are subscribed to MCREEMENT, and acknowledged to me	oved to me on the basis of satisfactory evidence to be to within the attached REAL ESTATE PURCHASE that they executed the same in authorized capacities, ent the persons, or the entity upon behalf of which the
I certify under PENALTY OF PERJURY th	nat the foregoing paragraph is true and correct.
WITNESS my hand and official seal.	
Print: Darrall F Murchison Sign: Darrall F Marchi	Commission Expires: $9-22-21$
Sign: Daysell & Mirnh	[Affix seal]
NOTARY PUBLIC	SEA NOTAN, OF
	TO THE POPULATION OF THE POPUL
	E COUNTING

### **NOTARY ACKNOWLEDGMENT**

(Buyer)

SS.
County of Hoke
On <u>5-20-19</u> (date), before me, <u>Darrall F Murchison</u> (notary), personally appeared <b>Thomas Jerome Marshall</b> , who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to within the attached REAL ESTATE PURCHASE AGREEMENT, and acknowledged to me that they executed the same in authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.
I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Print: Darrall F Murchison Commission Expires: 9-22-21
Print: Darrall F Murchison Commission Expires: 9-22-21  Sign: Darrall F Munchison [Affix seal] Start F MUNCHER
NOTARY PUBLIC
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Solve County 25
10 18 6 8 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6

State of North Carolina

# Debtors' Exhibit 4

Page, 150 of 220 054 39413-00-01-055 39413-00-01-119

FILED Oct 05, 2018 04:41:59 pm

North Carolina Quitclain Deed PAGE 0001 THRU 0011

FILED HOKE COUNTY, NC CAMILLE D. HURST

Mail after recording to EMMAUS CORP. Legal Briefing Firm C/O Deltarina Diaz, Esq. P.O. Box 27193 Raleigh, NC 27611

This instrument prepared by Jannetta Jordan, Granton

Brief description for the index: 4160 Laurinburg Road, Routoid, NC 28376, including

the 2 attached tracks of land associated with the prenamed address (also report typed property description attached to this document for further represent).

This QUITCLAIM DEED made this the lots day of October, in the year 2017,
INSTRUMENT # 05759

by and between

INSTRUMENT # 05759 RECORDING \$51.00 EXCISE TAX (None)

REGISTER OF DEEDS

GRANTOR

CHN70K

GRANTEE

Junnetta Jordan

Lent Christopher Carr
3300 Laurinburg Road

P.O. Box 2419

Ractors, NC 28376

Raicigh, No 27602

The designation Grantor and Granter as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, maximine, fininery, or neuter as may be required by correct.

Witherseth, that back Granter, for and in consideration of ten dullers and other consideration to them in hund paid, the receipt of which is hearty acknowledged, have removed and released and by these present do remove, and forever quistlain into the Granter and his hears and assigns all rights, title, thatour, and interest of said Winanter in and to a certain tract or parcel of land leging and being in the County of HOKE, and State of north Carolina, in Rector's Township, and more particularly described as follows: (please refer to attached typed document of description of property)

Grantor acquired the property havin above described by instrument recorded in Book 317 at page 119;

а тар	showing	the	aboue	described	property	'n	recorded	ir	map/ Cabinet
	_ at p	age							

Do Have and to Hold the reforepaid tracts or parcels of land and all privileges therewite belonging to him the said Grantee and his heur and assigns free and discharged from all right, title, claim or interest of the said Grantor or anyone claiming by, and through or under them. Title to the property here in above described is subject to the following exceptions if any;

any and all of Public Record

In Testimony whereof, said Granter have hereunte set thin hard and sent the day and year first above wither.

Jannette Gordan 10/23/17 Name / Signature of Granter State of north Canaline

State of North My Commission Expires 05

I, a notary Public, of said State and County afore said, do hereby certify that Jannetta Jordan, Grantor, personally appeared before me this day, and (i) I have personal knowledge of the identity of the Granter, or (ii) I have been satisfactory evidence of the Grantor's identity, by current state or federal identification with the Grantor photograph (5) in the form of \_ (iii) a credible witness has own to the identity of the thrantor each acknowledging to me that he/she valuatarity signed the foreigning document for the purpose stated herein and in the capacity indicated.

State of north carolina

agreement and Perpetual Rease/ Quit claim Beed

This agreement, Perpetual lease and attached Quitclain Deed of Kegal Right made and entered into this 16th day of Rotober, 2017, by and between Jannetta Jordan ("Landlord, Owner and Quitclain Deed Grantor), and LENT CHRISTOPHER CARR II ("Senant, Devely Granted Quitclain Deed Property Owner, and Sigt Recepient).

#### witnesseth

In consideration of the mutual promises herein contained, and elsewhere (specifically a Quiribing Deed attached hereto by sequence entered into by BOTH PARTIES) He Landlord agree to hert, fee free of cost, lease and heweith acknowledge Quirtlain Deed of revised property Granted Highed to LENT CHRISTOPHER CARR, in valuable consideration of Ten Dellars 0/100, (\$10,00) who hereby accept as Denant and Grantee Deed Holder of Property/Land, nominally, the premiss located at 4160 Lawrinburg Road, Raeford, M 28346, Country of Holle, State of north Carolina in the terms and conditions hereinogree put forth:

1. TERM: This leave shall extend for a perpetual period of years to no end, beginning this 16th day of October, 2017 through all times of perpetuity, unespective of Grantor's thirt of the above mentioned property as evidenced by the attached legal Quit claim Deed granted Granter pursuant to applicable north conclina Stake, and Federal laws, including but not limited to NCGS and IRS Tax laws, etc.

2 RENTAL: The Denant stall pay the Landlord hent for the premises as follows: \$0.00 0/100 in consideration of Grantar's Kift in Quitclain seed, and GIFT of fee free cent as hereby agreed and legally enforceable under contract law and procedures.

3. IMPROVEMENTS AND ALTERATIONS: Denant/ Granter may make any improvements, alterations, additions or place any sign on said premises without the prior written correct of the handroid / Grantor. It any locks are charged on premises, interior or exterior, a set of keep will be meentained by Denant/ Granter. Any signs placed on General or implied shall be at the sole expense of Denant/ Granter.

4. MATNTENANCE AND REPAIRS: The Tenants acknowledge that they have inspected the premises and hereby accept the premises in its current physical condition. The Denant/structure will maintain and make all repairs to the roof and laterier wells of the building and will provide parking for vehicles. He Denant will keep maintained and repaired the interior of the premises, to include omall plumbing leaks and repairs, changing electrical funes, changing of furnace filters, pourting, ceiling tiles with the Denant will be responsible for any and sele repairs that are caused by the respigence of the Denant, their agents or employees, and shall be repaired by Denant at his solve expense immediately.

5. Insephance: Denant/ Grantee purty may insure their own interest in the learnel/ quitclain premiss against lass by few or other casculty and make higherly the party to whom less benefits are payable. He handbord/ Granter other not be responsible for the loss of or damage to property, or injury to persons, occurring in or about the learnel/ deeded tremised premises, by nearon of any existing or future condition, defect, matter or thing in said learned/tremised premises or the property of which the premises are a part, or for the acts, tomissions or negligenee of third persons or treat/quarter in and about the said property. The Denant / Branter agree to indemnify and saw the hindbord/trantor harmless from all claims and liability for losses to or damage to property, or injuries to persons accurring in or about the learned / deeded premises unless caused by the negligenee of the Karalbord/trantor, including but not limited to, are claims and liability caused by the negligenee of the Karalbord/trantor, including the new time the included to and independent contractors excepting unforestern lies or takes previously attributable.

consideration of the arreved Quitdain Deed.

le. CASUALTY: In the event the primises are rendered untervantable by five or other casualty, Depart | throntee may promptly upon the primises to it prior state.

7. TAXES During the term of this Leve / Quitclain Deed the Denont/ Granter shall pay are toxes and assessments imposed upon the land and the building; the Denont / Granter shall pay are toxes and assessments imposed by reason of any improvements, which he may make or by reason of his own property and inventory stored therein.

S. UTILITIES: During the term of this perpetual scare attached Quitclaim Deed the Denort Strartu shall provide and pay for all destrictly, heat, water, gas, sewer, telephone, and other lettity charges upon aid premises. Denort Heartle is responsible for the yord maintenance. The yord, parking area, divideway, and outside of premises.

9. ASSIGNMENT AND SUBLETTING: He Devert Branter shall have the right to assign or sublet the leave premises during the term of this perpetual Leave/Quitclaim Deed arrangement.

In Destinory whereof, the parties hereto have caused this Perpetiul agreement and Lean / aut claim gift Beed as evidenced herein to be executed in displicate originals (me of which is notained by each of the parties, this the date and year fair above written

Jannetta gordan LANDLOPAJ GRANTEE

EMMANS, Greater Princestal Assembly, Churchs of the First Born International, Inc

Attested the

Altane

Secretary

# Debtors' Exhibit 5

O386 Doc 125 Filed 06/08/20
PILED OCT 05, 2018 1243 PG 1026
BOOK 01243 HOKE COUNTY, NC Page 4166 00 220 55 Case 18-80386

PAGE 1026 THRU 1033 3

north Carolina Quit Claim Deed

Mail after recording to: EMMAUS CORP. Legal Briefing Firm Clo Dettorina Diaz, Esq. P.O. Box 27193, Raleigh, NC 27611.

This instrument prepared by: Januatta Jordan, Granter

Brief description for the index: 521 Gattin Farm Road, Ractord, NC 283+6

(reper to typed property description attached to this document for further reference).

This QUITCLAIM DEED made this the 16th day of October, in the year 2017,

by and between

INSTRUMENT # 05745 RECORDING \$51.00 RECORDING **EXCISE TAX** (None)

GRANTUR

JANNETTA JORDAN

P.O. BOX 2419

Raleigh, NC 27602

GRANTEE

LENT CHRISTOPHER CARR

3300 Laurinburg Road

Ractuid, Ne 283+6

The designation Granter and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as may be required by context.

Withesseth, that said Grantor, for and in consideration of ten dollars and other consideration to them in hand paid, the receipt of which is hereby acknowledged, have remised and released and by there present do remire, and forever quit claim into the Granter and his heirs and assigns all rights, title, claim, and interest of said Grantor in and to a certain tract or parcel of land lying and being in the County of HOKE, the State of North Carolina, in Ractord Township, and more particularly described as follows: ( please refer to attached property description)

> Granter acquired the property herein abone described by instrument neconded in Book 01062 at page 0168

a map of owing the above described property is recorded in MAP/ Cabinet at page
To Have and to Hold the aforepaid tract or parcel of land and all priviledges thereunts
belonging to him the said Granter and his heirs and assigns free and discharged from all
right, title, claim or interest of the said Grantor or anyone claiming by, and through or
under them. Lette to the property hereinabove described is subject to the following exceptions if any

any and all of Public Record

In Destimony whereof, said Granter have hereunts set think hands and sent the day and year first above witter.

Garnethe Gordan 10/23/17 Name/ Signature of Granter

State of north carolina

> State of North Carolina My Commission Expires 05

I, a notary Public, of said State and courty County, do hereby certify that Junnetta Judan, Granter, personally appeared before me this day, and (i) I have personal knowledge of the identity of the thrantor, or (ii) I have been satisfactory evidence of the Grantor's whintity, by current state or federal identification with the Grander photograph is the form of \_ \_\_\_\_, or (iii) a credible withers has sworn to the identity of the brantor each acknowledging to me that helphe volumbrily signed the foregoing document for the purpose stated herein and in the capacity indicated.

State of North Carolina County of HOKE

agreement and Supertural Leave / Quetclaim Deed

This syreerest, Perpetus Lease, and attacked Quit claim Deed of legal Right made and entered into this 16th day of Dotober, 2017, by and between Jannetta Jurdan ("Landlord, Owner and Quitclaim beed bigt Granter), and LENT Christopher Carr ("Junont, newly Granted Quitclaim Deed Property Owner, and High Recipient).

#### Witnesseth

In consideration of the mutual promises herein contained, and clocwhere (specifically a Quitclaim Beed attacked thereto by reference entered into by BOTH PARTIES) the handlord agree to hert, fee free of cent, leave and herewith acknowledge Quitclaim Beed of remised property Granted Highed to what christopher larr, in valuable consideration of Den Bollars 0/100, (\$10,00) who hereby accept as Denort and Granter Beed Holder of Parperty/Land, nominally, the premises located or 571 Gattin Farm Road, Raeford, Nic 28376, County of Hole, Stake of north Carolina on the terms and Conditions here mayber art forth:

1. TERM: This leave shall extend for a pupitual period of years to no end, beginning on October 16, 2017 through all times of perpetuity, unexpective of Grantor's Hift of the above mentioned property as evidenced by the attached legal Quitclaim Reed granted Grantee pursuant to applicable north Carolina State, and Federal laws, including but not limited to NCGS and IRS Dax Laws, otc.

2. RENTAL: The Denant stale pay to Landlord next for the premiers as follows: \$0.00 0/100 in Consideration of Grantor's GIFT in Quitclaim Deed, and GIFT of fee free next as hereby agreed and egally enforceable under contract law and procedures.

not with standing, any outh future taxes shall be paid by Denorth Granter in consideration of the annexed Quitagein Deed.

- 6. CASUALTY In the event the premises are rendered untervariable by five or other casualty, Derant/ Granter may promptly repair the premises to its prior state.
- 7. TAXES: During the term of this Lease | Quitclaim Deed the Denant | Branter whale pay are taxes and assessments imposed upon the land and the building; the Denant | Branter of any are taxes and assessments imposed by hearm of only improvements, which he may make or by reason of his own property and inventory of therein.
- 8. UTILITIES During the term of this perpetual deare) actached Quitclaim Deed the Denart/ Grantin Shale provide and pay for all electricity, heat, water, gas, sewer, telephone, and other utility charges upon said premises. Denart/ Granter is responsible for the yard maintenance, she yard, parking area, diverges and outside premises.
- 9. ASSIGNMENT AND SUBLETTING: The Derant/ Granter shall have the right to assign or sublet the lease premiers during the term of this perpetual cleane/ Quirt claim Deed arrangement.

In Destimony whereof, the parties hereto have caused this Pupitual agreement and Leane / Quitclain gift Dead as unidenced herein to be executed in duplicate originals, one of which is retained by each of the parties, this the date and year first above written.

Janutter gorden Landlord Grantee

Penkinstal Penkinstal Researching, Churches of the First Born International, Irc.

By Court

Deltarina V. Diaz

\_\_ Secretary

#### ESTOPPEL CERTIFICATION/AFFIDAVIT BY GRANTEE/OWNER

STATE NORTH CAROLINA COUNTY OF HOKE

That on 23 October 2017, Jannetta Jordan, Grantor/s did convey all of the property in fee simple and for valuable consideration in that certain deed as pertaining to lot or parcel of land and all amenities thereon, nominally known as 521 Gatlin Farm Road, Raeford North Carolina 28376, as recorded in Book No. 01062, Page No. 0168; Parcel No. 694460001055 by means of her sworn Quit Claim Deed gift grant to Lent Christopher Carr, Grantee/s as evidenced by the attached (Quit Claim Deed) and dated 23 October 2017 conveying the following property.

SEE ATTACHED EXHIBIT "A"

A certain tract of parcel of land in Raeford Township, Hoke County, NC, situated about 2.5 miles northeast of Raeford, NC fronting on the south side of a 60 foot wide unnamed street, being further described as follows:

BEGINNING at an iron pipe in the south right of way line of a 60 foot wide tree, said iron pipe being located N 86-44-10 W 690.00 feet from the northwest corner of the Perry McNeill lot described in Deed Book 228, Page 533 in the Hoke County Registry; running thence from the beginning as the south right of way line of said street, N. 86-44-10 W 90 feet to an iron pipe; thence leaving said street S 02-55-05 W 224.87 feet to an iron pipe; thence S. 86-44-10 E 90.00 feet to an iron pipe; thence N 02-55-05 E 224.87 feet to the beginning containing 0.46 acre more or less and being a portion of the Upchurch Milling & Storage Company tracts described in Deed Book 128, Page 309 and in Deed Book 228, Page 267 in the Hoke County Registry and being Lot No. 23.

See that Deed recorded in Book 426, Page 006 of the Hoke County Public Registry for further title information.

SEE ATTACHED EXHIBIT "B"

## Case 18-80386 Doc 125 Filed 06/08/20 Page 171 of 220 BK 1243 PG 1031

That the aforesaid deed is/was intended to be and is an absolute conveyance of the title to said land to the Grantee/s, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of the Granter/s to convey to Grantee/s all right, title and interest absolutely in and to said premises; that possession of said premises has been surrendered to the Grantee/s:

That in the execution and delivery of said deed said Grantor/s was not acting under any misapprehension as to the legal effect thereof, acted freely and voluntarily, was not acting under any coercion or duress: that the consideration for said deed was a gift by and from Grantor/s deed holder as recorded in Deed Book at Book 01062, Page 0168;

Said real property gift being in the amount of \$29,050.00 as established by appraisal and Hoke County's Tax Assessors as fully agreed and accepted to by the parties; and that at the time of the making of said deed said Grantor/s conveying said real property affirmed under sworn oath and now Grantte/s believes the same to be correct, and do hereby receive the same for value and fee simple that the aforesaid consideration therefore represents the fair value of the property so deeded:

That by executing said deed to Grantee/s, the Grantee/s believes and hereby accepts that the Grantor/s is/are solvent and have no other creditors whose rights would be prejudiced by this conveyance, and that the Grantor/s is/are not obligated under any judgment, bond, mortgage, obligation or other encumbrance whereby any lien has been created or exists against the premises described in said deed:

That Grantee/s believes and accepts to the extent of his personal beliefs and information that the aforesaid deed was not given as a preference against any other creditors of the Grantor/s; that at the time the conveyance was given there was no other person. firm, or corporation other than Grantor/s interested, either directly or indirectly in the premises:

This affidavit and estoppel certificate is made for the sole protection and benefit of the Grantee/s in said deed, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the land herein described, and specifically any title insurer which may insure the title to said land in reliance hereof:

That the affiant will testify, declare, depose, or certify before any competent tribunal or person in any case now pending or hereafter brought as to the facts hereinabove setout.

Sworn to and subscribed before me this the 3ed day of April . 2018

Danuel F Munchis

Notary Public

My Commission Expires: 9-22-21

Sent Christopher Carr. Grantee Successor

Little F Munchis

Available F Munchis

(seal/stamp)

# Case 18-80386 Doc 125 Filed 06/08/20 Page-172 of 22/0 55 BK 1243 PG 1032

Kirth Carolina Oriet Claim Read

Mein agree neconding to . Emmans coap. Legal Briefing Firm 210 Deltarina Diaz, Esq. P.O. Son 27193, Bullyin, No. 27611.

This instrument prepared by: Justite Joseph, Granter

They description for the way: 521 Gather Farm Road, Race of, No. 28316.

Layer to typic property exemption attached to this incomment for further reference).

Thus butteratm DEED make this the 1613 day of letober, in the year 2017,

by one between

GRANTOR

Cannera Jame 2016: 849 Rosen no stat GRANTEE

LENT CHRESTORNER CARR
5300 JAMPSON BUSS
Record on 1800

see injusting traver and threater as used forces shall include said pathes, their news, successors, and assigns, and shall include singular, plural, masceline, feminise, or seeder as may be required by context.

to the restore the wint transfer, for the in consideration by the declars and other consideration of the modern panel, the receipt of where a heavy recommended has beened and received and by here are not the highest and find hear and considerable with the structure and his hear and consider we highly little , claim, and interest as need threather in need to a certain that or parties of least digning and being in the Country of HOKE, the state of north Carolina. I have the sound property described as felling to be country of manifest to claim property manifester.

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## Case 18-80386 Doc 125 Filed 06/08/20 Page 173 of 220 BK 1243 PG 1033

a map occurring	the above	described	property	S	recorded	÷	MARY CUBINE
Section 1997 Section 1997	at page -						

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any and all of Public Record

It instructing whereof, sould threater have because not thank hands and and the day and year have some settlem.

Morel Signature of Garden

State of North Carolina County of wells

County of War Cocoline

County of War Ve

This instrument was acknowledged before me
on 23 day of Cocoline

by The Reserved

Notary Public Signature
My Commission Expires 05/31/2033

I, a race of home , or said State and county country, as heavy entry but Januth Jodas, brothy washing appeared before me this day, and is I have personal entrained to be dented up the brinter, or had I came over actistating entries a of the branch's about of a summer state or federal identification with the brancher photograph is the form of a second ecknowledging to me that better numbered as a summer to the identity of the brancher each acknowledging to me that better numbered as you to frequency recomment for the purpose protect herein and in the capacity indicated.

# Debtors' Exhibit 6

# Case 18-80386 Doc 125 Filed 06/08/20 Page 175 of 220

an extension of I mmaas Paritan Apostolic Baptist Charch, Inc.

3300 Laurinburg Road, Racford, North Carolina 28376

Office4: (919)-709-7493

Office#. (919)-417-6768















The Poster Result (Marco) of the Marco Catherland (Catherland Charles) for the Catherland (Charles)

for Eller

October 27, 2018

To: Current Tenant/or Alternative Recipient 521 Gatlin Farm Road Raeford, North Carolina 28376

RE: Landlord/Owner NOTICE to Tenant Regarding Change in Property Management

Dear Sir/Ma'am Tenant:

Please be advised that the Ownership Rights respecting real property nominally known as 521 Gatlin Farm Road, Raeford, North Carolina 28376, has been acquired and legal ownership rights transferred to that of Lent C. Carr, II, (hereinafter "Landlord") and all other Lease Contracts or agreements as you may have entered into between Jannetta Jordan, or agent in her stead is hereby Noticed void and null respecting Lease Payments allotments in which you may have been obligated to her for prior to this herein OFFICIAL NOTICE of new Management and Ownership.

Be further advised that your Rent Payments due for the Month of November, 2018, included, but not limited to, any and all arrearages, cumulative late fees, interests or the like should upon your receipt of this Notice be addressed and mailed directly to the attention of Lent Carr, 3300 Laurinburg Road, Raeford, North Carolina 28376. Failure to pay rent shall be grounds for immediate eviction. Also, it is your responsibility to demand your security deposit from the previous Landlord. Such should be mailed to the address provided above upon reimbursement.

It is my desire to work with you, and develop a healthy Landlord Tenant Relationship of mutual benefit. Nothing in this Notice should be construed as your being disallowed continued tenancy. But rather Notice of change of management and legal ownership. Nevertheless, the Owner reserves his right to review any prior lease in which you may have entered into with Jannetta Jordan, or her agent representative, and along with your November, 2018 Rent Payment it is your responsibility to mail a copy of the same with said payment. Your prompt attention to this Notice is tantamount to your continued tenancy. Therefore, within five (5) days from your receipt of this Notice, the Landlord expect for your November, 2018, Rent Payment and a True and Correct Copy of any Lease Agreement as previously entered into be mailed to the address as indicated above. Your failure to adhere to any part of this Notice may result in summary ejectment action being filed with the Hoke County Court in the first instance.

Due to the nature of new Ownership, the Landlord shall make arrangements to inspect his property

within ten (10) days following the receipt of this Notice. All pets (if any) should be securely contained during the inspection. Our Team of Contractors, Landscape Crew, Appraiser and Inspectors should be completed with our duties within one (1) hour or less. Thank you in advance for your cooperation. We look forward to working with you.

Be it further NOTICED that any attempt of Jannetta Delois Pigford Jordan, or anyone acting on her behalf to enter the property whether an attempt to gain entry inside the demised premises or outside on the grounds thereof shall constitute an illegal trespass on my lands, and you should immediately contact the appropriate law enforcement authorities, and thereafter the Landlord, Lent C. Carr, at (919)-417-6768. Be sure to provide the responding Officer a copy of this NOTICE and your Landlord will handle such illegal trespass matters from there with the Officer and Magistrate.

Finally, this is to serve final NOTICE on Jannetta Jordan, that is, should you or your agent acting on your behalf intercepts this herein NOTICE, please be advised that your receipt of this Letter of Notice shall constitute legal notice that you are not to enter or be on the grounds of 521 Gatlin Farm Road under no condition. Your wilful and blatant disregard shall result in your being formally charged with first degree trespass and possibly additional charges to the fullest extent that the law permit. In like manner, in conjunction with your being placed on notice not to enter the premises of 521 Gatlin Farm Road in this Letter, you are not to remove any amenities i.e., appliances, fixtures, hot water heater, heating and ac units, or for that matter items on said property whatsoever as these premises has been legally transferred per deed of exclusive right since 23 October 2017.

#### SO NOTICED

Should there be any questions of the Tenant, or other persons requiring additional information, please do not hesitate contacting me in the first instance at (919)-417-6768.

Sincerely,

· Lent C. Garr, II,

Property Owner and Landlord of Real Property

Located at 521 Gatlin Farm Road Raeford, North Carolina 28376

\*\*\*END OF NOTICE\*\*\*

# Case 18-80386 Doc 125 Filed 06/08/20 Page 177 of 220 Immaus (athedral (hurch

an extension of Lanmaus Puritan Apostolic Baptist Church, Inc.

3300 Laurinburg Road, Rayford, North Carolina 28376

Officea (0) 91 "no "403

Office# (919) 417 6768













The Expression Manager of Emmans Catholical (1970) Emmans and Catholical Cath

January 14, 2018

To: Jannetta Delois Pigford Jordan, UNAUTHORIZED HOLDER TENANT 4160 Laurinburg Road Raeford, North Carolina 28376

RE: Landlord/Owner NOTICE to Unauthorized/Trespassing Tenant DEMAND to Vacate

Dear Ms. Jordan:

It has come to my attention that you have been trespassing on my Titled land nominally known as 4160 Laurinburg Road. Raeford North Carolina, and quite possibly upon information and belief have unlawfully, and without my expressed permission as the Deed Holder of said Real Property, set up residence thereon.

As such, I will caution you and remind you that you and I did enter an expressed contract for the conveyance of said Real Property via Quit Claim Deed on or about 23 October 2017, whereas a Memorandum Agreement contesting that fact was drafted by you directly and denominated "Agreement and Perpetual Lease/Quitclaim Deed" bearing the same said date.

Therefore, your unlawful squatting is hereby Noticed and is being viewed as an implied contract in quantum meruit as a month-to-month tenancy at a fair market value rental rate in an amount not in excess of Eight Hundred Dollars (\$800.00) 0/100 per month beginning January 2018. In the event that said implied contract term is not adhered to, and rental payments are not received, then this would further Notice you that you are an unlawful holdover without the inherent dictates and implied agreement being enforceable as accorded NCGS 42 inter alia. At which time, the Landlord shall file for Summary Ejectment, and you will, at that instant be in violation of North Carolina Trespass Laws.

This is further to memorialize an earlier verbal agreement in which you an I entered into in the month of December, 2017, upon your release from the Wake County Detention Center on or about 13 December 2017, whereas you propositioned an agreement in which was supposed to be in written contract form for your Lease of said Property at the rate as mentioned above, and I did agree but did not hear back from you until it was reported that you were residing in my Real Property at 4160 Laurinburg Road earlier this month.

Please understand Jannetta, your unlawful lease hold of my property is a reprehensible act of egregious disregard to my Exclusive Title Rights as protected under North Carolina General Statutes and elsewhere in our North Carolina precedent against such. Nevertheless, though not well taken, I will honor our verbal agreement above-referenced, but your continued stay as a Tenant at 4160 Laurinburg Road—beginning this month of January 2018, is contingent upon your making the agreed rental payments of \$800.00 immediately. Otherwise, your leasehold estate of tenancy shall be terminated, and I will seek to recover possession of my Titled Real Property through Summary Ejectment proceedings under law.

If any part of this agreement is not met Jannetta, this will serve as your ten (10) day Notice to Quit and to Cease to Exist your unlawful holdover of my property.

Should you require any additional information, or have any concerns regarding this most urgent matter, please do not hesitate contacting me directly at 919-417-6768.

Sincerely,

Rv.

Lent C. Carr, II,

Property Owner and Landlord of Real Property

Located at 4160 Laurinburg Road Raeford, North Carolina 28376

\*\*\*END OF NOTICE\*\*\*

Lc/c

# Case 18-80386 Doc 125 Filed 06/08/20 Page 179 of 220 Immaus (at heart filed that the control of 
an extension of Lannau's Parities Aposino

\$400 Sanarabury Road Ractional North Carollette 284 by

OHA C (919) 109 1193















October 02, 2018

To: Jannetta Delois Pigford Jordan, UNAUTHORIZED HOLDER TENANT 4160 Laurinburg Road Raeford, North Carolina 28376

RE: Landlord/Owner NOTICE to Unauthorized/Trespassing Tenant DEMAND to Vacate

Dear Ms. Jordan:

Please be advised that your leasehold tenancy is hereby, and effective immediately revoked for non-payment of your rents for the months of January, February, March, April, May, June, July, August, September, and October 2018.

You are Noticed to vacate the premises of 4160 Laurinburg Road, Raeford, North Carolina 28376, by and including 12 October 2018, or the Undersigned shall file a summary ejectment action against you in Hoke County's Small Claims Court in the first instance.

Further, you've been duly, and hereby NOTICED that you are trespassing on Real Property in which I own and have exclusive Legal Title to. Accordingly, to ignore this Notice shall constitute an illegal act of trespassing that may be prosecuted in a Court of Law.

Should you require any additional information, or have any concerns regarding this most urgent NOTICE, please do not hesitate contacting me directly at 919-417-6768.

Sincerely,

ni C. Carr, II,

Property Owner and Landlord of Real Property

Located at 4160 Laurinburg Road

Raeford, North Carolina 28376

\*\*\*END OF NOTICE\*\*\*

Lc/c



## **NON-PAID RENTS**

## Payable to: Lent C. Carr, II, Landlord

Referenced Real Property: 4160 Laurinburg Rd., Raeford NC 28376

DATE: NOVEMBER 21, 2018

INVOICE # 294012

3300 Laurinburg Rd, Raeford, NC 28376 Phone 910.250.8845 Fax 910.250.8861 lentcarr@gmail.com

EXPIRATION DATE JANUARY, 2018-NON-PAYMENT

TO Jordan, Jannetta Delois Holdover Month-to-Month Tenant 4160 Laurinburg Road Raeford, North Carolina 28376 919-583-0399 Customer ID JDJ416092100 DO NOT IGNORE, A CIVIL ACTION HAS BEEN FILTD AGAINST YOU IN THE HOKE COUNTY SMALL CLAIMS COURT, YOUR IMMEDIATE AT EXTERN AND LATE PAYMENTS, INCLUDING THE RESIS AND LOURT COST MUST BE MADE TO THE LABOURD OWNER PRIOR TO COURT.

COLLECTION REP.	NOTICE REASON	PAYMENT TERMS/RENTAL RATE	DUE DATE
Lent C. Carr, II	Non-Payment of Rent	\$800.00 + Interest,Late Fees Applicable Court Cost	IMMEDIATELY
RENTAL QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	4160 Laurinburg Rd., Raeford, NC	28376 \$800.00 Month	y \$800.00 <b>1-1-18</b>
1	и	\$800.00 Monthl	y 5830.00 <b>2-1-18</b>
1	4	\$800.00 Month	y 5300.00 <b>3-1-1</b>
1	u	\$800.00 Month	y - 7800.00 <b>4-1-1</b>
1	4	\$800.00 Month	y 5300.00 <b>5-1-1</b>
1	ч	\$800.00 Month	s800.00 <b>6-1-1</b>
1	#	\$800.00 Month	l <b>y</b> 5800.00 <b>7-1-1</b>
1	щ	\$800.00 Month	ly \$800.00 <b>8-1-1</b>
1	ч	\$800.00 Month	ly \$800,00 <b>9-1-1</b>
1	e.	\$800.00 Month	ly 5800.00 <b>10-1-1</b>
1	4	\$800.00 Month	l <b>y</b> \$800,00 <b>11-1-1</b>
		SUBTO	TAL \$8,800.00
		LATE INTERE	<b>4% per Month</b> 5704.00
		то	TAL \$9,504,00

Delinquent Rent Cost Data Report prepared by:

\*\*EMD OF DELINQUINCY REPORT AND COSTS\*\*\*

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File No		STATE OF	NORTH CA	ROLINA				
COMPLAINT IN SUMMARY EJECTMENT		н	OKE	County	In The General Court Of District Court Division - Sm			
		1. The defendant is	a resident of the	county named above.				
				ssion of premises described b	below as a lessee of plaintiff.			
		4160 Laurinburg Ro associated thereto a 317, 256 and 256; P	Description Of Premises (include location and address) 4160 Laurinburg Road, Raeford, North Carolina 28376, including the 2 addittional tracts of land associated thereto as Recorded within the ambit of the Hoke County Register of Deeds Office at Book No's 317, 256 and 256; Page No's 228, 119 and 115 respectfully. Bearing Tax Identification No's 39413-00-054, 39413-00-01-055 and 39413-00-01-119, as lying in the County of Hoke and Hwy. 401.					
		Rate Of Rent (Tenant's St \$800.00	per Week	01/01/2018	Date Lease Ended 01/01/2018	Type Of Lease		
					and the plaintiff made demand for the rent	1 -		
G.S. Name And Address Of Plainti	7A-216, 7A-232; Ch. 42, Arts. 3 an		period before filin			and mailed the		
Lent C. Carr	*	☐ The lease per	iod ended on the	above date and the defendar	nt is holding over after the end of the lease	period.		
3300 Laurinburg Road		☐ The defendar	t breached the co	ndition of the lease described	d below for which re-entry is specified.	7		
Raeford, North Carolin	a 28376		☐ The defendant breached the condition of the lease described below for which re-entry is specified. ☐ Criminal activity or other activity has occurred in violation of G.S. 42-63 as specified below.					
Count	Teleshore No.	The second secon	Carlo Company Comments	es, dates, places and illegal activity)		3		
HOKE	Telephone No. (919)-417-6768	Defendant, Jannetta D. Jordan, is in breach of an implied quantum meruit contract as an illegal holdover "month-to-mon Tenant who has been duly noticed of her unlawful trespass upon Plaintiff's Real Property nominally known as 4160						
	VERSUS	Laurinburg Rd., Rac	ford NC. The least	sehold estate of the tenant ha	s been terminated. The tenant no longer h	as the legal		
Name And Address Of Defend Jannetta D. Jordan	fant 1 Individual Corpora	tion right to remain on th	e property but ref	uses to move voluntarily, and	d the landlord seeks legal process to recover	ver possession.		
4160 Laurinburg Road Raeford, North Carolina	a 28376		<ol> <li>The plaintiff has demanded possession of the premises from the defendant, who has refused to surrender it, and the plaintiff is entitled to immediate possession.</li> </ol>					
		5. The defendant or		e following:				
County HOKE	Telephone No. (919)-583-0399		dant, Jannetta D.		d the locks on Plaintiff, Lent C. Carr's Pro	perty without		
Name And Address Of Defend	ant 2 Individual Corporat	permission nor have	Defendant provid	led him a copy of said keys t	nereiore.			
		Amount Of Damage (if knows) \$	wn)	\$ 8,000.00	**Total Amount Due			
County	Telephone No.		6. I demand to be put in possession of the premises and to recover the total amount listed above and daily rental until entry of judgment plus interest and reimbursement for court costs.					
Name And Address Of Plaintiff's Attorney Or Agent		Date 10/0 <b>1/</b> 2018	Lent C. Carr	Attorney/Agent (type or print)	Signature of Plainterattopies (Agent	Af		
			CERTIFICATIO	WHEN COMPLAINT SI	GNED BY AGENT OF PLAINTIFF			
		I certify that I am an	agent of the plair	tiff and have actual knowled	ge of the facts alleged in this Complaint.			
Attorney Bar No.		Date	Name Of Agent (ty		Signature Of Agent			
			(Over)					

File No.	STATE OF	NORTH C	AROLINA			
	HOKE County In The General Court Of Justice District Court Division - Small Claims					
	The defendant is a resident of the county named above.     The defendant entered into possession of premises described below as a lessee of plaintiff.					
COMPLAINT IN SUMMARY EJECTMENT	Description Of Premises (include location and address) 521 Gatlin Farm Road, Raeford, North Carolina 28376. A single Doublewide Trailer, w/Barn attachment and Land associated theretofore. This inncluding all amenities thereon, as lying off of Hwy 401. Recorded with Hoke County Register of Deeds Office at Book No. 01062; Page No. 0168 respectfully. Bearing Tax Identification No 694460001055.					
	Rate Of Rent (Tenant's \$650.00	Share) 🔀 Month per 🗌 Week	Date Rent Due 01/01/2018	Date Lease Ended Type 0	of Lease al Writte	
G.S. 7A-216, 7A-232; Ch. 42, Arts. 3 and 7  Name And Address Of Plaintiff Lent C. Carr  3300 Laurinburg Road  Raeford, North Carolina 28376	10-day grac  The lease p  The defenda	e period before fi eriod ended on th ant breached the	ling the complaint. ne above date and the defention of the lease description.	te and the plaintiff made demand for the rent and ward dant is holding over after the end of the lease period bed below for which re-entry is specified.  of G.S. 42-63 as specified below.		
County Telephone No.	Description Of Breach/C	Criminal Activity (give i	names, dates, places and illegal acti	vity)	-month"	
HOKE (919)-417-6768	Defendant, Jannetta D. Jordan, is in breach of an implied quantum meruit contract as an illegal holdover "month-to-month"  Tenant who has been duly noticed of her unlawful trespass upon Plaintiff's Real Property nominally known as 521 Gatlin  Farm Road, Raeford NC. The leasehold estate of the tenant has been terminated. The tenant no longer has the legal right to remain on the property but refuses to move voluntarily, and the landlord seeks legal process to recover possession.					
VERSUS  Name And Address Of Defendant 1   Individual   Corporation						
Jannetta D. Jordan 4160 Laurinburg Road Raeford, North Carolina 28376	<ul><li>4. The plaintiff has demanded possession of the premises from the defendant, who has refused to surrender it, and the plaintiff is entitled to immediate possession.</li><li>5. The defendant owes the plaintiff the following:</li></ul>					
County Telephone No.	Description Of Any Prop	erty Damage		and the Division of the		
HOKE (919)-583-0399  Name And Address Of Defendant 2 Individual Corporation	permission nor have	ve Defendant pro	vided him a copy of said ke	nged the locks on Plaintiff, Lent C. Carr's Property ys therefore.	without	
	Amount Of Damage (if it	(nown)	Amount Of Rent Past Due \$ 6,500.00	**Total Amount Due \$ 6,500.00		
County Telephone No.	6. I demand to be put in possession of the premises and to recover the total amount listed above and daily rental until entry of judgment plus interest and reimbursement for court costs.					
Name And Address Of Plaintiff's Attorney Or Agent	Date 10/0 <b>4/</b> 2018	Name Of Plain Lent C. Car	ntiff/Attomey/Agent (type or print)	Signature of Plaintiff/Attorney/Agent		
		CERTIFICAT	ION WHEN COMPLAIN	SIGNED BY AGENT OF PLAINTIFF		
	I certify that I am	an agent of the p	laintiff and have actual know	vledge of the facts alleged in this Complaint.		
Attorney Bar No.	Date	Name Of Ager	nt (type or print)	Signature Of Agent		
AOC-CVM-201, Rev. 8/17 © 2017 Administrative Office of the Courts	I part of the second of the se	(Over	r)	L		

STATE OF NORTH (	
COUNTY OF HOKE	DISTRICT COURT DIVISION FILE #: 18 CVD 879
LENT C. CARR	2019 JUL 19 P 2: 14 HOKE COUNTY, C.S.C.
-VS-	) ORDER
JANETTA P. JORDA Defenda	N, )

THIS CAUSE, coming on to be heard and being heard before the undersigned Judge presiding at the July 19, 2019 regular Civil Session of Hoke County District Court upon Plaintiff's appeal from a Magistrate's ruling in 18 CVM 762 in favor of the Defendant dismissing the complaint for summary ejectment; and from the record in this cause and the evidence presented the Court makes the following:

### FINDINGS OF FACT

- 1. That the Plaintiff appeared pro se and the Defendants appeared pro se.
- 2. A complaint in summary ejectment for failure to pay rent was filed by Plaintiff against the Defendant on November 2, 2018.
  - 3. Defendant was properly served prior to the hearing of this matter.
- 4. On November 21, 2018 the Magistrate dismissed the complaint without prejudice based on: "The case is a land dispute and belongs in a higher court." The Defendant timely filed notice of appeal on November 30, 2018.
  - 5. That there does not exist a landlord tenant relationship between the parties.
- 6. While not necessary based upon the court not having found a landlord tenant relationship between the parties, the Court finds that there is neither a written nor verbal lease agreement between the parties or that any terms were established by their actions.
- 7. Plaintiff may have some other recourse but the Court is not satisfied that all elements have been proven to warrant relief by way of summary ejectment for failure to pay rent.

Based upon the foregoing Findings of Fact, the Court makes the following:

### **CONCLUSIONS OF LAW**

- 1. That the parties are properly before this Court and this Court has jurisdiction over the parties and the subject matter of this action.
- 2. That the Plaintiff has failed to establish all elements necessary and has, therefore, failed to prove his case by the greater weight of the evidence.

### THEREFORE IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That this action be dismissed with prejudice.

This the 19th day of July, 2019.

Hon. Warren McSweene

District Court Judge Presiding

STATE OF NORTH CAROLINA COUNTY OF HOKE

## IN THE GENERAL COURT OF JUSTICE DISTRICT COURT DIVISION 18 CVD 879

IN THE MATTER OF:

Lent C. Carr

v. Jannetta P. Jordan

### NOTICE OF APPEAL

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

NOW COMES the Appellant, Lent C. Carr, and hereby gives notice of appeal from the district court judgment and order as entered in the above-captioned case dismissing his *summary ejectment* civil action *sua sponte* on his own motion, lacking the requisite competent and subject-matter-jurisdiction *inter alia* on 19 July 2019. Mr. Carr hereby appeals to the North Carolina Court of Appeals.

This the 25th day of July, 2019.

AFNT C. CARR, Appellant 3300 Laurinburg Road Raeford, NC 28376

Email: leutearr@gmail.com Tele: (919)-417-6768

### **CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing NOTICE OF APPEAL was served on Defendant, Jannetta P. Jordan, 4160 Laurinburg Road, Raeford NC 28376, by deposit in the United States mail, first-class and postage prepaid.

This the 25<sup>th</sup> day of July, 2019.

I int C. Carr. Appellant

### PAYMENT SUMMARY RECEIPT

COUNTY OF HOKE 227 NORTH MAIN STREET RAEFORD NC 28376

DATE:	10/05/18	CUSTOMER#:	MIN TT
DATE:	107 037 10	LUDIUMENT	11121-14

TIME: 15:14 CLERK: 9698squi.

RECPT#: 1290975	PREV BAL:	836.65
TP/YR: RE/2017	AMT PAID:	936.65
BILL: 19642	ADJSTMNT:	.00.
EFF DT: 10/05/18	BAL DUE:	.00
Parcel ID: 394130	001055	
4160 LAURINBURG R	D	

RECPT#: 1290976 PREV BAL: 866.41
TP/YR: RE/2016 AMT PAID: 866.41
BILL: 19616 ADJSTMNT: .00
EFF DT: 10/05/18 BAL DUE: .00
Parcel ID: 394130001055
4160 LAURINBURG RD

RECPT#: 1290977 PREV BAL: 408.73
TP/YR: RE/2017 AMT PAID: 408.73
BILL: 11744 ADJSTMNT: .00
EFF DT: 10/05/18 BAL DUE: .00
Parcel ID: 694460001055
521 GATLIN FARM RD

RECPTM: 1290978 PREV BAL: 442.48
TP/YR: RE/2016 AMT PAID: 442.48
BILL: 11707 ADJSTMNT: .00
EFF DT: 10/05/18 BAL DUE: .00
Parcel ID: 694460001055
521 GATLIN FARM RD

RECPT#: 1290979 PREV BAL: 476.22
TP/YR: RE/2015 ANT PAID: 476.22
BILL: 11516 ADJSTMNT: .00
EFF DT: 10/05/18 BAL DUE: .00
Parcel ID: 694460001055
521 GATLIN FARM RD

### -------TOTALS-----

PRINCIPAL PAID:	2666.63
INTEREST PAID:	363.86
ADJUSTMENTS:	.00
DISC TAKEN:	.00
AMT TENDERED:	3040.00
AMT APPLIED:	3030.49
CHANGE:	9.51

PAID BY: CARR, LENT

### Case 18-80386 Doc 125 Filed 06/08/20 Page 190 of 220

DATE: 10/05/18 CUSTOMER#: MULTI

TIME: 16:01 CLERK: 9698squi

RECPT#: 1291001 PREV BAL: 510.55 TP/YR: RE/2017 AMT PAID: 510.55 BILL: 19641 ADJSTMMT: .00 EFF DT: 10/05/18 BAL BUE: .00

Parcel ID: 394130001654

ON 401

RECPT#: 1291002 PREV BAL: 552.72
TP/YR: RE/2016 AMT PAID: 552.72 BILL: 19615 ADJSTMNT: EFF DT: 10/05/18 BAL NUE: .00

Parcel ID: 394130001054

**DN 401** 

RECPT#: 1291003 PREV BAL: 194.87 TP/YR: RE/2015 AMP PAID: 594.89 BILL: 19415 ADJS(MNT: EFF DT: 10/05/18 BAL DEE: Parcel ID: 394130001054

ON 401

RECPTH: 1291004 PREV BAL: 779.37 BILL: 19328 ADJSTWAT: .00 EFF DT: 10/05/18 BA DAG: .00 Parcel ID: 394130001054

ON 401

RECPT#: 1291005 PREV ENL: 59.28 TP/YR: RE/2017 ANT PAID: BILL: 19643 ADJSTMAT; EFF DT: 10/05/18 BAL DUE: 39:28 .00 Parcel ID: 394130001119

LAURINBURG RID

RECPT#: 1291006 PREV BAL: 54.10 TP/YR: RE/2016 AMT PAID: 64.15
BILL: 19617 ADDSTMMT: .03
EFF DT: 10/05/18 BAL DE: .06

Parcel ID: 394130001119

LAURINDURG RO

-----TOTALS----

PRINCIPAL PAID: 2254,29 INTEREST PAID: 325.64
ADJUSTMENTS: .00
DISC TAKEN: .00

ANT TENDERED: 2585.00 AMT APPLIED: 2580.93 CHANGE: 4.07

PAID BY: CARR, LENT PAYMENT METH: LACH PAYMENT REF:

TOT PREV BAL DUE: 945.39 TOT BAL DUE NOW: 922.Dt

10/05/2018 15:06 9698squi

COUNTY OF HOKE

Real Estate Tax Statement

|txtaxstm

PARCEL: 69446-00-01-055

LOCATION: 521 GATLIN FARM RD

CURRENT OWNER:

JORDAN, JANETTA P. CARR, C/O LENT 4160 LAURINBURG RD RAEFORD NC 28376

CURRENT STATUS:

INTEREST PER DIEM

SQ FT: 9,560 LAND VALUATION: BUILDING VALUATION: 19,490 **EXEMPTIONS:** TAXABLE VALUATION : 29,050 208.07

LEGAL DESCRIPTION:

#23 GATLIN

SW FEE

ADVEDTTSTM

DEED DATE: 12/03/2013 BOOK/PAGE: 1062/168 INTEREST DATE: 10/05/2018

YEAR INST	TYPE B:	ILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2018	 RE-R	 11856	217.88 29.05 128.00	217.88 29.05 128.00	.00	217.88 29.05 128.00
			374.93	374.93	.00	374.93
			374.93	374.93	.00	374.93
2017 1	RE-R CO TX RE N RAE FD SW FEE ADVERTISIN		217.88 29.05 128.00 1.00	217.88 29.05 128.00 1.00	19.06 2.54 11.20 .00	236.94 31.59 139.20 1.00
				375.93		408.73
			375.93	375.93		
2016 1	RE-R CO TX RE N RAE FD SW FEE ADVERTISIN		217.88 29.05 128.00 1.00	217.88 29.05 128.00 1.00	38.67 5.16 22.72 .00	256.55 34.21 150.72 1.00
		375.93	375.93		442.48	
		<b></b>	375.93	375.93	66.55	442.48
Τ	RE-R CO TX RE N RAE FD	11516	217.88 29.05		58.28 7.77	276.16 36.82

128.00

1 00

128.00

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34.24

0.0

162.24

1 00

10/05/2018 15:06 9698squi	COUNTY OF HOKE Real Estate Ta			P 2  txtaxstm
YEAR TYPE BILL INST CHARGE	BILLED	PRIN DUE	INT DUE	TOTAL DUE
	375.93	375.93	100.29	476.22
	375.93	375.93	100.29	476.22
GRAND TOTALS	1,502.72	1,502.72	199.64	1,702.36

10/05/2018 15:07

COUNTY OF HOKE

Real Estate Tax Statement 9698squi

txtaxstm

PARCEL: 39413-00-01-055

LOCATION: 4160 LAURINBURG RD

CURRENT OWNER:

ROBERSON, KATIE ANN C/O JANETTA JORDAN 4160 LAURINBURG RD RAEFORD NC 28376

CURRENT STATUS:

SQ FT: 0 LAND VALUATION: 6,370 BUILDING VALUATION: 69,870 EXEMPTIONS: 0 TAXABLE VALUATION : 76,240 INTEREST PER DIEM 175.74

LEGAL DESCRIPTION: MCQUEEN (WRIGHT)

DEED DATE: 01/01/1987 BOOK/PAGE: 256/119 INTEREST DATE: 10/05/2018

YEAR INST	TYPE BI	ILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2018	RE-R	19801		571.80 68.62 128.00		571.80 68.62 128.00
			768.42	768.42	.00	768.42
			768.42	768.42	.00	768.42
2017	RE-R CO TX RE W HOKE FD SW FEE ADVERTISIN		769.42		6.00 11.20 .00 67.23	
2016	RE-R CO TX RE W HOKE FD SW FEE ADVERTISIN			769.42 571.80 68.62 128.00 1.00		836.65 633.89 80.80 150.72 1.00
			769.42	769.42	96.99	866.41
			769.42	769.42	96.99	866.41

10/05/2018 15:07 9698squi	COUNTY OF HOKE  Real Estate Tax	Statement		P 2 txtaxstm
YEAR TYPE BILL INST CHARGE	BILLED	PRIN DUE	INT DUE	TOTAL DUE
GRAND TOTALS	2,307.26	2,307.26	164.22	2,471.48

COUNTY OF HOKE TAX CERTIFICATION

PARCEL NUMBER: 394130001054
ALT PARCEL: 394130001054
CURRENT OWNER: 101922-ROBERSON, KATIE ANN
LOCATION: OFF LAURINBURG RD
OFF LAURINBURG RD LOCATION: PROPERTY DESC: UNIT: #10 #11 MCNEILL SUB 210

4460 VALUES: LAND

BOOK/PAGE 317/228 JURISD. 3 0

BUILDING PERSONAL GROSS 0 SUBDIV 4460 ZONE

	DUE
2016 ROBERSON, KATIE ANN, C/O JANNETTA JORDAN 2015 ROBERSON, KATIE ANN, C/O JANNETTA JORDAN 2014 ROBERSON, KATIE ANN, C/O JANNETTA JORDAN 2013 ROBERSON, KATIE ANN, C/O JANNETTA JORDAN 2012 ROBERSON, KATIE ANN, C/O JANNETTA JORDAN 2011 ROBERSON, KATIE ANN, C/O JANNETTA JORDAN 2010 ROBERSON, KATIE ANN, C/O JANNETTA JORDAN 2010 ROBERSON, KATIE ANN, C/O JANNETTA JORDAN	1.89

TOTAL TAXES DUE AS OF 10/05/2018

THIS PROPERTY HAS A DEFERRED VALUE OF 0

I certify that in accordance with General Statute 105-361 the above is a true statement of the tax and assessment status of the property and individual(s) listed above that are in my hands for collection.

STATEMENT DATE 10/05/2018

DAPHNE GRAHAM-DUDLEY TAX COLLECTOR

2,495.01

### COUNTY OF HOKE TAX CERTIFICATION

PARCEL NUMBER: 394130001119
ALT PARCEL: 394130001119
CURRENT OWNER: 102600-ROBERSON, KATIE ANN
LOCATION: LAURINBURG RD

PROPERTY DESC: WRIGHT & BEST

BOOK/PAGE 256/115 JURISD. 3 VALUES: LAND 6380

0

BUILDING PERSONAL GROSS SUBDIV 0 6380 ZONE

YEAR LISTED OWNER		TAXES DUE
2015 ROBERSON, KATIE AN 2014 ROBERSON, KATIE AN	I, C/O JANETTA JORDAN	53.59 59.28 64.10 .00 .00 .00 .00

TOTAL TAXES DUE AS OF 10/05/2018 176.97

THIS PROPERTY HAS A DEFERRED VALUE OF 0

I certify that in accordance with General Statute 105-361 the above is a true statement of the tax and assessment status of the property and individual(s) listed above that are in my hands for collection.

STATEMENT DATE 10/05/2018

DAPHNE GRAHAM-DUDLEY

UNIT:

TAX COLLECTOR

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March 24 (1947)

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## Office of the Sheriff

Hoke County Sheriff's Office HUBERT A. PETERKIN, Sheriff

429 East Central Avenue Raeford, NC 28376 PO Box 300 Raeford, NC 28376 Phone (910) 875-5111 Fax (910) 875-2034



To the Resident or Dwner of: 521 Gatlin Farm Rd Christopher Courr

Reference: Burning of Household Trash; Burn Pile

It is illegal in The State of North Carolina to open burn house hold trash and other nonvegetative matter.

Fines can range up to \$25,000 plus court costs; per the Division of Air Quality.

Properties must be maintained in accordance with this provision and must be corrected as soon as possible or enforcement action will be taken.

Any questions or concerns please call (910) 301-8406

Sgt. J. Bowers Hoke County Sheriff's Office Solid Waste Enforcement 910-301-8406 (cell) 910-875-5111 (office

FILED Oct 94, 2017 01207 BOOK 9977 THRU 9979 PAGE INSTRUMENT # 06029 INSTRUMENT TYPE OCD \$26.00 RECORDING (None) EXCISE TAX

FILED HOKE COUNTY NC REGISTER OF DEEDS ELP

This certifies that pin:394130001095: is free of any delinquent ad valorem Tax liens charged to the
Hoke County Tax Collector; but does not certify that the deed
description matches the Pily.

Date: 10/3/2017

Collection Clerk Signature

Date: 10/3/2017

NCGS 161-31

NORTH	CAROLINA QU	UITCLAIM DEED
Tax Lot No.		Parcel Identifier No. 394130001095
Tax Lot No County on U	te day of	. 20
Ву		
Mail after recording to Emmaus Corp. Legal Briefi Carolina 27613.	ng Firm of North Car	olina C/O: Deltarma Diat, Esq., P.O. Box 27193, Raleigh, North
This instrument prepared by <u>Deltatina Diaz</u>		
		arolina 28376. Recorded in the Hoke County Register of Deeds sident/Church Property
THIS QUITCLAIM DEED made this the 2:	5° day of <u>lanuary</u>	_, in the year2017_, by and between
GRANTOR		GRANTEE
	+	
	•	
Jannetta Jordan	+	Lent Christopher Carr
4160 Laurinburg Road	+	3300 Laurinburg Road
Raeford, North Carolina 28376	•	Reeford, North Carolina 28376
	•	Property Address:
	<b>.</b>	3300 LAURINBURG ROAD
	•	RAEFORD, NC

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as may be required by context.

WITNESSETH, that said Grantor, for and in consideration of ten dollars and other consideration to them in hand paid, the receipt of which is hereby acknowledged, have remised and released and by these present do remise, and forever quitclaim into the Grantee and his heirs and assigns all rights, title, claim, and interest of said Granter in and to a certain tract or parcel of land lying and being in the and State of North Carolina, in Raeford Township, and more particularly described as follows: County of Hoke

3300 Laurinburg Road, Raeford, North Carolina 28376, as recorded in the Hoke County Register of Deeds Office at Book Number 00866, Page 0729-073- to include a completely and newly renovated 5300 Sq. Ft., 48R, 38a Hame/Church, and its entire partel of land as mapped, drawn, surveyed, charted, platted, delineated, drawn, depicted pertraded and recorded thereto, all amenities thereon, i.e., a Great Room/Church, Kitchen, Library, Entertainment Room, 3 Heating/Air Conditioning Units (Electric) , Shingled Roof, Fully Armed with Security Cameros and Alarm Systems, Carbon-Monoxide Alarm, Installed Fire Alarms, Iacuzzi, and any and all properties located on said land (externally & Internally) as ascertained heretafor, thereon, and therein as agreed between Grantor and Grantee at the signing of this herein Quit Claim Deed, etc. inter alia.

Grantor acquired the property hereinabove described by instrument recorded in Book 00866 at Page 0729-073. More particularly described as follows:

SEE ATTACHED EXHIBIT "A"

A map showing the above-described property is recorded in Map/Cabinet \_\_00866\_ at Page \_\_ 0729-073 TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges thereunto belonging to him the said Grantee and his heirs and assigns free and discharged from all right, title, claim or interest of the said grantor or anyone claiming by, and through or under them. Title to the property hereinabove described is subject to the following exceptions if any: ANY AND ALL OF PUBLIC RECORD IN TESTIMONY WHEREOF, said Grantors have hereunto set their hands and seal the day and year gamethe gooden first above written. (SEAL) (SEAL) (SEAL) (SEAL) STATE OF NORTH CAROLINA COUNTY OF \_\_\_WAKE\_ I, a Notary Public, of said State and County aforesaid, do hereby certify that Tanne He Jordan grantor(s), personally appeared before me this day, and (i) I have personal knowledge of the identity of the grantor(s), or (ii) I have seen satisfactory evidence of the grantor(s) identity, by current state or federal identification with the grantor(s) photographs in the form of 1.0. Band, or (iii) a credible witness has sworn to the identity of the grantor(s) each acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated herein and in the capacity indicated. WITNESS my hand and Official Scaller Stamp, this 3rd day of February, in the year THOMAS Stam 2017.

> William Thomas Notary Printed or Typed Name

**SEAL OR STAMP** 

My Commission Expires:

10866

BK:00866 PG:0731

#### EXHIBIT "A"

BECINGING at an iron stake in a ditch in the north edge of U. S. Highway 401, Hendrin's corner, and running thence N 12-45 M 350 feet to an iron at an oak; thence S 84-00 M 424.5 feet to a stake, the northwest corner of Tract No. 1 as shown in Book of Maps 1, Page 129 of the Hoke County Public Registry; thence S 9-15 E 510 feet to a steel blade in the north edge of U. S. Highway 401, MCNeill's corner; thence N 62-30 E 475 feet along the north edge of said U. S. Highway 401 to the point of beginning.

This description is taken from a map by R. H. Gatlin, Registered Surveyor, dated 10-5-57, and the property herein described contains  $4.2~\rm acres$ .

THERE IS EXCEPTED FROM THIS CONVEYANCE THE FOLLOWING TWO TRACTS:

#### Tract I

A certain tract or parcel of land in Blue Springs Township, Hoke County, North Carolina, situated about three miles southwest of Raeford, N. C., lying about 75 yards northwest of U. S. Highway 401 near its intersection with State Road No. 1139, edjoining the lands of John K. McReill on the west J. B. McLeod on the north and Willie Barrell on the east, being further described as follows:

Beginning at an iron pipe with two pine pointers, said iron pipe being the northwest corner of the Willie Harrell 4.2 acre tract described in Deed Book 159 at Page 223 in the Boke County Registry, said beginning point also being a common corner with the John K. McNeill tract described in Deed Book 106 at Page 8 and the J. B. McLead tract described in Deed Book 145 at Page 984 in the Hoke County Registry; running thence from the beginning as the common line of J. B. McLead and the aforementioned Willie Harrell 4.2 acre tract, N 82-21 E 150.00 feet tom 5/8 inch iron set in the morth line of said Barrell 4.2 acre tract; thence a new line, S 22-22.2 E 254.88 feet to a 5/8 inch iron; thence a new line, S 62-10 W 222.93 feet to a 5/8 inch iron in the west line of said Harrell 4.2 acre tract; thence as the west line of said 4.2 acre tract; thence as the west line of said 4.2 acre tract, a common line with John K. McNeill, N 08-33 W 322.26 feet to the point of beginning, containing 1.2 acre, more or less, as surveyed by Leland D. Strother, R. L. S., on November 24, 1982, and being a portion of the Millie Barrell 4.2 acre tract described in Deed Book 159 at Page 223 in the Roke County Registry.

#### Tract II:

A certain tract or parcel of land in Blue Springs Township, Hoke County, North Carolina, situated about three siles southwest of Raeford, N. C., fronting on the northwest side of U. S. Highway 401 near its intersection with State Road No. 1139, adjoining the lands of John K. McNeill on the west and Willie Barrell on the east, being further described as follows:

Beginning at an iron blade 50.3 feet north of the center line of the pavement of U. 6. Highway No. 401, said iron blade being the southwest corner of the Willie Harroll 4.2 acre tract described in Deed Book 159 at Page 223 in the Hoke County Registry, said beginning point also being a common corner with John X. McNeill tract described in Deed Book 106 at Page 8 in the Roke County Registry; running thence from the beginning as the common line of Harroll and McNeill, N 08-33 N 187.64 feet to a 5/8 inch iron set in said common line of Usrroll and McNeill; thence a new line N 62-30 B 222.95 feet to a 5/8 inch iron; thence a new line 8 22-22.2 E 178.18 feet to a 5/8 inch from set in the southeast line of the Harroll 4.2 acre tract, said iron being 50.8 feet northwest of the center line of the Harroll 4.2 acre tract, and iron being 50.8 feet northwest of the center line of the M 267.95 feet to the beginning, containing 1.0 acre, more or less, as surveyed by Leland D. Strother, R. L. S., on Movember 24, 1982, and being a portion of the Willie Harrell 4.2 acre tract described in Deed Book 139 at Page 221 in the Bobs County Registry.

### STATE OF NORTH CAROLINA COUNTY OF HOKE

### AGREEMENT AND PERPETUAL LEASE/QUITCLAIM DEED

THIS AGREEMENT, PERPETUAL LEASE, AND ATTACHED QUITCLAIM DEED OF LEGAL RIGHT made and entered into this 3rd day of February, 2017, by and between Jannetta Jordan ("LANDLORD, OWNER AND QUITCLAIM GIFT GRANTOR"), and Lent Christopher Carr, II ("TENANT, NEWLY GRANTED QUITCLAIM DEED PROPERTY OWNER, AND GIFT RECIPIENT").

### WITNESSETH

In consideration of the mutual promises herein contained, and elsewhere (specifically a Quitclaim Deed Attached Hereto by reference entered into by BOTH PARTIES) the Landlord agree to rent, fee free of cost, lease and herewith acknowledge Quitclaim Deed of remised property Granted/Gifted to Lent Christopher Carr, in valuable consideration of Ten-Dollars 0/100, (\$10.00) who hereby accept as Tenant and Grantee Deed Holder of Property/Land, nominally, the premises located at 3300 Laurinburg Road, Raeford N.C. 28376, County of Hoke, State of North Carolina on the terms and conditions hereinafter set forth:

- 1. TERM. This lease shall extend for a perpetual period of years to no end, beginning on February 3<sup>rd</sup>, 2017 through all times of perpetuity, irrespective of Grantor's Gift of the above-mentioned property as evidenced by the attached legal Quitclaim Deed granted Grantee pursuant to applicable North Carolina State, and Federal laws, including but not limited to NCGS and IRS Tax Laws etc.
- 2. RENTAL. The Tenant shall pay to Landlord rent for the premises as follows: \$0.00 0/100 in consideration of Grantor's GIFT in Quitclaim Deed, and GIFT of fee free rent as hereby agreed and legally enforceable under contract law and procedures
- 3. IMPROVEMENTS AND ALTERATIONS. Tenant/Grantee may make any improvements, alterations or additions or place any sign on said premises without the prior written consent of the Landlord/Grantor. If any locks are changed on premises, interior or exterior, a set of keys will be maintained by Tenant/Grantee. Any signs placed on exterior of building will meet zoning requirements of City of Raeford. All improvements, expressed or implied shall be at the sole expense of Tenant/Grantee.
- 4. MAINTENANCE AND REPAIRS. The Tenants acknowledge that they have inspected the premises and hereby accept the premises in its current physical condition. The Tenant/Grantee will maintain and make all repairs to the roof and exterior walls of the building and will provide parking for vehicles. The Tenant will keep maintained and repaired the interior of the premises, to include small plumbing leaks and repairs, changing electrical fuses, changing of furnace filters, painting, ceiling tiles, etc.. The Tenant will be responsible for any and all repairs that are caused by the negligence of the Tenant, their agents or employees, and shall be repaired by Tenant at his sole expense immediately.
- 5. INSURANCE. Tenant/Grantee party may insure their own interest in the leased/quitclaim premises against loss by fire or other casualty and make himself the party to whom loss benefits are payable.

The Landlord/Grantor shall not be responsible for the loss of or damage to property, or injury to persons, occurring in or about the leased/deeded remised premises, by reason of any existing or future condition, defect, matter or thing in said leased/remised premises or the property of which the premises are a part, or for the acts, omissions or negligence of third persons or tenant/grantee in and about the said property. The Tenant/Grantee agree to indemnify and save the Landlord/Grantor harmless from all claims and liability for losses of or damage to property, or injuries to persons occurring in or about the leased/deeded premises unless caused by the negligence of the Landlord/Grantor, including, but not limited to, all claims and liability caused by the negligence of Tenant/Grantee, their agents, employees, invitees, and independent contractors excepting unforeseen liens or taxes previously attributable. Notwithstanding, any such future taxes shall be paid by Tenant/Grantee in consideration of the annexed Quitclaim Deed.

- 6. CASUALTY. In the event the premises are rendered untenantable by fire or other casualty, Tenant/Grantee may promptly repair the premises to its prior state.
- 7. TAXES. During the term of this Lease/Quitclaim Deed the Tenant/Grantee shall pay all taxes and assessments imposed upon the land and the building; the Tenant/Grantee shall pay all taxes and assessments imposed by reason of any improvements, which he may make or by reason of his own property and inventory stored therein.
- 8. UTILITIES. During the term of this perpetual Lease/attched Quitclaim Deed the Tenant/Grantee shall provide and pay for all electricity, heat, water, gas, sewer, telephone, and other utility charges upon said premises. Tenant/Grantee is responsible for the yard maintenance. The yard, parking area, driveways and outside of premises.
- 9. ASSIGNMENT AND SUBLETTING. The Tenant/Grantee shall have the right to assign or sublet the lease premises during the term of this perpetual Lease/Quitclaim Deed arrangement.

IN TESTIMONY WHEREOF, the parties hereto have caused this Perpetual Agreement and Lease/Quitclaim gift Deed as evidenced herein to be executed in duplicate originals, one of which is retained by each of the parties, this the date and year first above written.

Jameth Garden (SEAL)

Jannetta Jordan, Landlord/Grantee

Emmaus, Greater Pentecostal Assembly, Churches of the First Born International, Inc.

Lent C. Carr, II

President

Attested by: Doltarina V. Diaz

Secretary

(CORPORATE SEAL)

### STATE OF NORTH CAROLINA COUNTY OF HOKE

STATE OF NORTH CAROLINA

V.

LENT CHRISTOPHER CARR AKA BISHOP L C CARR AKA BISHOP LENT CARR AKA CANILOUS CARR III AKA CHRISTOPHER CARR AKA L C CARR AKA LC CARR AKA LC CARR II AKA LENT CARR AKA LENT C CARR AKA LENT CHRIS CARR AKA LENT CHRISTOP CARR AKA LENT CHRISTOPHER CARR II AKA REVEREND LENT CARR AKA REVEREND LENT C CARR AKA REVEREND LENT CHRISTOPHER CARR AKA C REVEREND LENT

IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION FILE NO. 17CRS 51713

INDICTMENT

UTTERING FORGED INSTRUMENT

FORGERY OF INSTRUMENT

THE JURORS FOR THE STATE UPON THEIR OATH PRESENT that on or about the 13th day of October, 2017, in the county named above the defendant named above unlawfully, willfully, and feloniously did utter, publish, pass and deliver as true to Hoke County Tax Office, a falsely made, forged and counterfeited check, Number 1122, drawn on Branch Banking and Trust Company, an incorporated bank of the State of North Carolina, payable to Hoke County Tax Office, dated October 3, 2017, in the amount of \$9,050.00, a copy of which is attached hereto, marked Exhibit A, and incorporated herein by reference. The defendant acted for the sake of gain, and with the intent to injure and defraud, and with the knowledge that the instrument, which was apparently capable of effecting a fraud, was forged and counterfeited. This act is in violation of North Carolina General Statutes Section 14-120.

AND THE JURORS FOR THE STATE UPON THEIR OATH PRESENT that on or about the 13<sup>th</sup> day of October, 2017, in the county named above the defendant named above unlawfully, willfully, and feloniously did forge, falsely make and counterfeit a check, Number 1122, drawn on Branch Banking and Trust Company, an incorporated bank of the State of North Carolina, payable to Hoke County Tax Office, dated October 3, 2017, in the amount of \$9,050.00, a copy of which is attached hereto, marked Exhibit A and incorporated herein by reference, which was apparently capable of effecting a fraud, by placing the unauthorized signature of Jannetta Jordan, thereon. The defendant acted without authority and with the intent to injure and defraud. This act was in violation of North Carolina General Statutes Section 14-119.

Assistant District Attorney

Page 2 of 2 State v. Carr Indictment 17CRS 51713

WITNESSES:

Y. Vega, RPD

The witnesses marked "X" were sworn by the undersigned Foreman and examined before the Grand Jury, and this Bill was found to be, X a True Bill with twelve or more jurors concurring; Not a True Bill.

This the 6 day of August 20 /8

Grand Jury Foreman

Date: November 3, 2017

Branch Banking and Trust

Page 1 of 1

Reference: 20000115827620:20000115827620:20000091164627

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Dr. Jannetta Jordan	1122
Jordan Counseling & Consulting Service	66-112/531
1) ( Tolom 3, 2 ? 17.	
PAY TO THE Hoke Crenty Jork Office 1\$ 9,0	50.00
"Nine Though Friting Vollar 110- DOLLARS	1 3247757 5018757 64187527
BRANCH BANKING AND TRUST COMPANY 1-800-BANK BBT BBT.00011	
FOR Juckes Devel January January	MP.
#O53101121#O00520412703B#O1122	
Haderd Clade	1

>053103682< Lumbee Guaranty Bk #014 2017-10-04 0014194111 Batch 24970969 8814194111

Date **Amount Serial Number**  20171004 905000 0000001122 Account Number 0000005204127036 D 



_					
STATE OF NORTH CAROLINA		File No. 17 CRS 051713			
HOKE	County	In The General Court Of Justice Superior Court Division			
STATE	VERSUS				
Name And Address Of Defendant		NOTICE OF BETUBNIOS			
CARR,LENT,CHRISTOPHE 3300 LAURINBURG RD.	π	NOTICE OF RETURN OF			
RAEFORD	NC 28376	BILL OF INDICTMENT			
NACFORD	NC 20370	G.S. 15A-630, 15A-941(d)			
To The Defendant Named A	bove:				
Take notice that the grand jury you with the offense(s) specif		has returned the attached True Bill(s) of Indictment charging			
You are informed that there a 15A-902, which is printed on the rev	•	n your right to discovery of the evidence against you. (See G.S.			
This Notice is issued upon the	e order of the presiding judge.				
Clerk of Superior Court not la	ter than twenty-one (21) days	tment only if you file a written request for arraignment with the after the Indictment is served on you. If you do not file a ill enter a not guilty plea on your behalf.			
• • • • • • • • • • • • • • • • • • • •	Court at the date, time and plate in a release order, you must appear	ace shown below to answer the charges in this Indictment.			
Date Of Hearing 9/10/19	Time Of Hearing  AM PN				
		Date Issued 20180820			
NOTE: Attach True Bill(s) of Indictment and a copy of the Order of Arrest, if appropriate.		Signature ASYLOCICA			
		Deputy CSC Assistant CSC Clerk Of Superior Court			
	CERTIFICA	TE OF NOTICE			
I certify that I issued a copy of	of this Notice to the defendant	named above at the address shown by:			
☐ 1. Mailing it through the U	J.S. Postal Service.				
☐ 2 <sub>x</sub> Attaching it to an Order for Arrest to be served on the defendant.					
3. Other: (specify)	egory Thony	05or			
Data a Committee of the					
Date 8/20/18 Signature	(100des)	Deputy CSC Assistant CSC Clerk Of Superior Court			
	•				

AOC-CR-215, Rev. 10/04 <sup>©</sup> 2004 Administrative Office of the Courts

Original-File Copy-Defendant (Over)

STATE OF NO	ORTH CAROLI	INA		File No. 17CRS 51713
НОКІ	E Cou	unty		In The General Court Of Justice
NOTE: Do not use this form	for cases covered by G.S. 20	0-138.4. Use form AOC-CR	-339 instead.	☐ District  ☐ Superior Court Division
	STATE VERSUS	771	1 7	DIOMEGRAL
Defendant Name		I T	TED N	DISMISSAL OTICE OF REINSTATEMENT
LENT CHRISTOPHE	R CARR	2022	1	ises Committed On Or After Dec. 1, 2013)
		2020 July .		G.S. 15A-302(e), -931, -9
File Numb	per Cou	int No.(st)/	20-	Offense(s)
17CRS 51713	01	UFTERIN	OF FORGED CHE	СК
	utstanding Orders For Arre	est in a dismissed case		
The undersigned  1. No crime i	prosecutor enters a dis	smissal to the above ch		
3. Defendant	t has agreed to plead gu	uilty to the following ch	arges:	
in exchan	ge for a dismissal of the	e following charges:		
(NOTE TO	PROSECUTOR: You r	must notify the Court of th 15A-147(a1) (Identity The additional information o	nis dismissal. The Cou eft Or Mistaken Identif	used without permission.  mistaken identity. In should use AOC-CR-283, Order Of Expunction Under ication) to expunge charges.)
		vidence been introduc	ed. (If a jury has beer	n impaneled, or if evidence has been introduced, modify
this sentence accord				
1. The defend believes th	prosecutor enters a disi dant failed to appear for at the defendant canno	r a criminal proceeding at readily be found.	at which the defen	and assigns the following reasons: idant's attendance was equired and the prosecuto with an Order For Arrest.
3. The defend	dant has entered into a	deferred prosecution a	agreement with the	prosecutor in accordance with the provisions of
NOTE: Pursuant to the re	of G.S. Chapter 15 <b>A</b> . epeal of G.S. 15A-1009, th	ne prosecutor can no long	ger dismiss charges w	ith leave for defendants found incapable to proceed
NOTE: This form must be	e completed and signed by	y the prosecutor when the	e dismissal occurs ou in open court.	t of court. The better practice is for the prosecutor to
Also, in accordan written dismissal record reflects the	ce with G.S. 15A-931(a1),	, unless the defendant or	the defendant's attor	ney has been otherwise notified by the prosecutor, a er prescribed for motions under G.S. 15A-951. If the by the prosecutor on the chief officer of the custodial
Date	Name Of Prosecutor (type or		Signatura & Prosecu	tor
05/29/2020	SEAN D. KENNALL	Υ	Tural.	July -
REINSTATEMENT This case, having	r previously been dismis:	sed with leave as indic	cated above, is nov	v reinstated for trial.
Date	Name Of Prosecutor (type or		Signature Of Prosecu	tor
	i .			

for Jeffrey Rackley Dim Rockley and Denne Packley. The day I (we) went to pick up those affadavits are the dark they were notarized, so they need to add those defer in the 3 testerony of their report. also the dark I (we) picked up the applavit for Deness Rackley is the sand dute of the notoused potion for Jeffrey because I (we) picked up Jeffrey and Deness's Statements of the same time. I have Rebucco theory are implied there, notarized affordavity with me in just.

Here are the events for each 5 clusts plus the aunt of the Rackley Sibling

On February 16,2015 I contacted the mustigator for Services. I informed him t I had an open court case for 5 counts of medical Provider Fraud. I informed to unustigator that I wanted to make contact with these elects but needed a witness of help document and verify all correspondence with thee chients. The meetigator agreed, so here is what took place :

- The miestigator drove his which as I drove mire to the various locations. My car we a block if dwar, small Doyota Corolla. The miestigator's vehicle was parted near my car at each location but for enough where he could not be detected as being with me an with all connersations I had my call phone on speaker phone so the minestigator could hear all interactions while I was in the presence of each chiest.
- It the Prosecuter adis the weetingstor why I did not simply here here to go and talk to the clients. The investigator's response should be Hot I told him I carnet break HIPAA laws and inform him of theopy interestions with their chants and being able to speak cardially as to session information to spark their memories is very important in this matter.
- If the Presenter asks the mierigator if I ever went back to see these chests agter the interactions he withered, he should say no, she had what she needed and there would be no reason to go see these chiefs again.

(1) Chist name: Jeffrey Rackley and Jeresa Rackley -> Investigator and I went to the Here are the chist scenarios: 1st visit (30 min.) home of geffrey and Devesa Ruckley located at: 1109 ALCO Fayetteville, NC this is a small, tracker park off of Bragg Blud. The residence is a rusted single wide trailer looks like a dull red color. Dr. gorder drove up to the residence and I parked at the end of the road (the road is blocked of to by a dead tree in the road) so the vicestigator parked below the tree. In this position he could

observe the entire exchange between the occupants of the house and Dr. gordan. This position gave the investigator direct vision of Dr. gordon and the front of the entire property. Dr. gordon drove up to the residence, before getting out of her car (a 4 door, black Doyota Corolla) Dr. gordon Called

Since to days in put, maximum and the FTA wate to take large of the for my FTA I have several by and formate in put the for the format some godge gave on the Several for the charge so It can be taken of and the formation of property due to the several flat you can put the best makes by the Several flat you can put the best makes the formation of the formation of the first flat for can put the best makes the first flat for can put the best makes for the FTA starpe?

the Judge as were. Baby, I really need a paid attorney for these Obstruction of quotice etages. I have that Public Defende, Dearte Thomas and he's working with John Parus for Sure Remembe I told you I had that one visit with him and the next day we had went in June. John Paris meder statement to the Judge that I had told Dearte Thomas is our confesere. So, Dearte Thomas in a mitter of Lours told John Paris everything that I had told him is our attorney . chief nectory . How can I wis my care who my own attorney wire not were for me: anymy, please contact atterney Josish Fapojawo (919) 523-2048 (cui)/(919) 521-8472 (office) his office is at: 5 west Hargett St, Sk. 415 Ruligh, No 27601 fax (919) 573-9688. I hear he's heally good a brother, of course and he won't be able to be interiodated to work for John Pavis. I have he is very remorable with pricing and payment plan. Baby, plane get him to represent me in this multir. also will him as my attorney you could some here with him to see me . To be honest I am trady particing right now . I should have been home and the trial day is quickly cornery for this Obstruction of quotice factishers. I know How in on my Side but I need legal occurred to represent me and I need to have all my ducks in a now got Paris expect to win by default. Honesty, this Equelying me in this jail tretie is working . a lot of time I just want you throw in the touch write I pray and God reminds me of the reward wheal if I stand strong. This entire case is so easy. I can represent repres and best John Parris, if I were out on free land. Anyway, I am faculed now. We only need I components to win the first trial #1: I need a paid atterning who will work for me and #2: I need to get a person (mule or female) who has some sort of back ground in investigations to help me. I was thinking, hoping and praying that your private mintigator may be able to beep me out with this, I need that person to testify that they were present (in the vicinity) and via celephone connections could hear every correspondence between repely and the 5 clients. Remember the Obstruction of quotie only facuses on 3 chiefs: Dire Rockling Juppey Reckley and Seven Rackley but that one writingation can cour see area for the I was thinking a person with a law conforcement background adds more credibility to their testimony than someone who has no breekground. Plus John Paris is going to by and make this person look like they are just liging for me so if I paid the person for their series to help me of by being my witness to the contacts will there

elient Her Here is nothing John Paris can do to make their testimony appear to be a lie beaun they were paid for

Servier. anyway, the following is what I want this person to testify to, Please body get your mustigator for me or survive who musto this willia: